

DHS“EZ” FORM FOR SERVICE CONTRACTS

The DHS EZ form must be completed and electronically forwarded to BCM whenever a new service contract is requested. The EZ form does not include all of the provisions in the service boilerplate. It contains only those provisions or options that vary from contract to contract. All instructions for the EZ Form are in italics and will not be included in the final copy of the contract.

Conflict of Interest Disclosure Statement(s) or a Conflict of Interest Certification (government entities only) must be submitted with the EZ Form. In the case of non-governmental contractors, the Contractor must complete the Conflict of Interest Disclosure Statement(s). For government contractors, the Contractor may complete either the Conflict of Interest Disclosure Statement or the Conflict of Interest Certification.

After the completed EZ form is submitted to BCM, BCM will prepare the requested contract on the appropriate service contract boilerplate. A copy of the final contract prepared by BCM will then be given back to the Division for review and correction.

Log No. _____ (The log number is assigned by BCM. It is used to identify and track the contract through the contracting process)

CONTRACTING PARTIES: Complete the information below as requested. The accuracy of all Contractor information should be verified with the Contractor prior to submission to BCM! A W-9 form filled out and signed by the Contractor must accompany the contract request to verify the accuracy of the Contractor's IRS number.

<i>Insert the Name and Address of Contracting Division/Office/Unit</i>	Division of Services for People with Disabilities 120 N. 200 West Salt Lake City, UT 84103		
<i>Insert Name and Address of Region, if any</i>	N/A	<i>Insert Abbreviated name for Division/Office/Unit</i> DHS/DSPD	
<i>Insert Full Legal Name and Address of Contractor</i>			
<i>Insert IRS No. (EIN) of Contractor</i>			
<i>Mark the Legal Status of Contractor</i>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Sole Proprietor</div> <div style="width: 50%;"><input type="checkbox"/> Partnership</div> <div style="width: 50%;"><input type="checkbox"/> For-Profit Corporation</div> <div style="width: 50%;"><input type="checkbox"/> Not-for-Profit Corporation</div> <div style="width: 50%;"><input type="checkbox"/> Joint Venture</div> <div style="width: 50%;"><input type="checkbox"/> Charitable Foundation</div> <div style="width: 50%;"><input type="checkbox"/> Limited Liability Company (LLC)/Sole Proprietor</div> <div style="width: 50%;"><input type="checkbox"/> Limited Liability Company (LLC)/Partnership</div> <div style="width: 50%;"><input type="checkbox"/> Other (Specify):</div> </div>		

*****DOUBLE CLICK ON (□) BOXES TO CHECK AND UNCHECK.**

QUESTIONS REGARDING THIS CONTRACT: Identify the representative/individual in the contracting Division/Office/Unit to whom questions about the contract may be directed:

<i>Insert Title of the Division Representative</i>	Contract Administrator	<i>Insert Name of the Division Representative (Optional)</i>	Teena Scholte
<i>Insert the Telephone of the Division Representative</i>	801-538-4140		
<i>Insert the Address of the Division Representative</i>	120 N. 200 West #411 Salt Lake City, UT 84103		

TABLE OF PROVISIONS IN THIS CONTRACT

All documents/information to be attached to the contract must be identified below.

☐ **ATTACHMENT ____:** **Sole Source Provider Approval** When a contract is the result of a sole source procurement, the sole source letter must be attached to the contract as an attachment. "Attachment ____" should also be marked on the sole source letter itself.

☐ **ATTACHMENT ____:** **Self-Insurance Approval** (statement from the DHS Deputy Director required) If the Contractor has been pre-approved by the DHS Deputy Director to be self-insured, mark this box and identify it appropriately. The Deputy Director's letter approving the Contractor's self-insured status should also be marked appropriately.

OTHER ATTACHMENTS: List all other attachments to the contract below. Each attachment identified below must be approved by BCM before the contract is submitted to BCM for processing.

☒ **ATTACHMENT A: Retention Schedule**
☒ **ATTACHMENT B: Definitions**
☐ **ATTACHMENT C:**

PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT:** *Briefly describe the services Contractor will provide under this Contract. (Example: "Contractor will provide residential treatment services for sixteen (16) clients of DHS/____ (Division of Youth Corrections)") This description must be consistent with the service description in Part II, "Scope of Work and Special Conditions", Part III, "Performance Measures and Client Outcomes" and the description used in procurement.*

The Contractor will provide services to people with disabilities under both the Developmental Disabilities/Mental Retardation (DD/MR) and Acquired Brain Injury (ABI) waiver programs in any or all the following support programs: Community Living (Residential) Supports Program, Family Supports Program, and Day Supports Program.

Individuals served under the ABI waiver in this contract will meet the eligibility requirements in Utah Administrative Rules R414-502-3, R539-1-4 and Utah Code Annotated §62A-5-103 and be 18 years of age or older.

2. **CONTRACT PERIOD AND RENEWAL PROVISIONS:**

- a. **Contract Period:**

Effective Date: July 1, 2004. *Insert the start date of the contract. The Division determines when the contract will start, however, (1) the effective date of the contract cannot be before the date the contract was awarded by Purchasing; (2) the Contractor may not provide services until **the contract has been signed by all parties and the procurement agent**; and (3) contracts initiated more than ninety days after the effective date of the contract must be accompanied by a justification letter addressed to the DHS Deputy Director explaining why the contract was not completed prior to the effective date.*

OR

☐

Effective the date of Procurement Signature *Check here if services are not currently being provided and if they will not be provided until the contract has been completed.*

Termination Date: June 30, 2007. *Insert the end date of the contract. The Division determines when the contract will end; however, the end date cannot be after the end date listed in the underlying Procurement. It is also noted that Department practice currently prohibits writing contracts for longer than three years. If the length of the contract is to exceed three years, prior approval must be obtained from the DHS Deputy Director*

- b. **Contract Renewal:**

If the contract was awarded as a result of a Request for Proposal (RFP), insert the exact renewal language below that appears in the RFP. If the contract is not the result of an RFP, insert the renewal provisions, if any, determined by the parties or mark this section N/A.

Contracts awarded will be written for a period of up to three years commencing on or after July 1, 2004 and terminating no later than June 30, 2007.

3. **TYPE OF CONTRACTOR:** *The Division and the Contractor are responsible for determining if the Contractor is a Service Provider or Subrecipient; this is done by completing the "Checklist for Subrecipient/Service Provider Determination". (A copy of the checklist is located at the end of Chapter VI of the BCM Contract Information Manual.) The completed checklist must be submitted to BCM with the contract and the type of contractor checked below must match the results of the checklist.*

The Contractor is a (**check ONE**):

- ☒ **"Service Provider."** A service provider is a private or governmental entity that receives funds from DHS/DSPD for services provided to clients of DHS/DSPD under a program developed by DHS/DSPD.
- ☐ **"Subrecipient."** A subrecipient is a non-federal governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from DHS/____ or another entity, which serves as a "recipient" and "pass-through entity" for such funding.
(**State Funded Contracts.** If this Contract is funded solely by *State* funds, but the Contractor operates its own program of services for eligible clients, the Contractor shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients.)

4. **TYPE OF CONTRACT:**

- a. **Method Used to Calculate Contractor's Compensation.** This Contract is a:

A service contract may be one of two types, "Unit of Service" or "Cost Reimbursement." The type of contract marked below depends on how the Contractor will be paid.

Mark "Unit of Service (Rate Based) Contract" if the Contractor will be paid a set rate for the service (e.g. \$200 a day for residential services or \$70 per session for therapy services). (This type of contract may provide for either a "Fixed Amount" or a "Non-Fixed Amount" type of contract payment under #5 below.)

- ☒ **"Unit of Service" (Rate-Based) Contract.** DHS/DSPD's payment to the Contractor is based on individual units of service provided by Contractor, payable at the allowable established rate by DHS. If and when DHS/DSPD refers clients to the Contractor for services, DHS/DSPD shall pay the Contractor no more than the rates specified in Part IV ("Contract Costs, Billing and Payment Information") for the Contractor's services under this Contract. If DHS/DSPD and the Contractor have negotiated a rate that is lower than the standard rates set by Department of Human Services, DHS/DSPD shall pay the Contractor at that lower, negotiated rate.

Mark "Cost Reimbursement Contract" if the Contractor is paid based on actual documented costs (e.g. a shelter program paid monthly for the costs of running the shelter). Cost Reimbursement Contracts require the Contractor to submit a budget that is included in the contract. (This type of contract must always provide for a "Fixed Amount" type of contract payment under #5 below.)

- ☐ **"Cost Reimbursement" Contract.** DHS/_'s payment to the Contractor is based on supporting documentation from Contractor showing that the service costs were necessary, reasonable and actually incurred by the Contractor in providing the services required by this Contract. Unless expressly stated otherwise in Paragraph (5) of this Section ("Type of Contract Payments"), the Contractor shall bill DHS/____ only for actual costs allowable under federal and DHS cost principles, and shall maintain records that adequately support such costs.

5. **TYPE OF CONTRACT PAYMENTS:**

Basis for Contractor's Compensation. DHS/DSPD shall compensate the Contractor as follows:

It is up to the Division to determine whether or not there is a limit on the amount of money that can be spent under a given contract. If there is no set limit or cap on the amount of money the Contractor may be paid under the contract, mark "Non-Fixed Amount". (Marking this option means contract payments will be based on established DHS rates, therefore, the type of contract marked in #4 above, must be "Unit of Service".)

- ☒ **Non-Fixed Amount ("Open-Ended"):** DHS has not set a limit or cap for the total payment the Contractor may receive for providing services under this Contract. (Contractor's compensation must comply with the standard rates established by DHS or any lower negotiated rates the parties have agreed upon)

If there is a set limit or cap on the amount of money the Contractor may be paid under the contract, mark "Fixed Amount".

- ☐ **Fixed Amount ("Closed-Ended" or "Defined Total"):** DHS/___ defines or limits the total dollar amount that DHS/___ shall pay the Contractor for providing services under this Contract. The Contractor shall ensure that its costs and billings do not exceed the Fixed Amount for this Contract. See Part VI ("Budgeting Principles and Forms") for additional budgeting provisions.

This Fixed Amount (Closed Ended/Defined Total) Type of Contract Payment requires the Contractor to provide the following level of services in order to qualify for payment under this Contract:

If "Fixed Amount" is marked above, the Division must determine how much money it has available for the contract and which of the following three options it wants to use:

- 1. If the Contractor will be paid based on actual documented costs, mark "Actual Services/Approved Budget". The total dollar amount that may be spent under the contract must then be entered in the space provided in the paragraph below. Remember: when this option is selected the Contractor must submit a budget to be attached to the contract. The total dollar amount in the Contractor's budget must match the dollar amount entered in this paragraph. (When this box is checked the "Cost Reimbursement" box must be checked in Part I, Section A, #4 "Type of Contract" above.)*

- ☒ **"Actual Services/Approved Budget":** DHS/DSPD shall pay the Contractor for providing the services under this Contract, but DHS/___ shall make such payments only if DHS/___ places clients with the Contractor and only if the Contractor actually provides the services to the clients. Payments are based on the Contractor's approved budget and documented actual costs. This is a "cost-reimbursement" contract.

- 2. If the Contractor will be paid based on established DHS rates, mark "Actual Services/Rate Based". The total dollar amount that may be spent under the contract must then be entered in the space provided in the paragraph below. (When this box is checked the "Unit of Service" box must be checked in Part I, Section A, #4 "Type of Contract" above.)*

- ☐ **"Actual Services/Rate Based":** DHS/DSPD shall pay the Contractor not more than \$_____ (*insert the Fixed Amount*) for providing services under this Contract, but DHS/DSPD shall make such payments only if DHS/DSPD places clients with the Contractor and only if the Contractor actually provides the services to the clients. Payments are based on DHS "Unit of Service" rates listed in Part IV of this Contract ("Contract Costs, Billing and Payment Information").

3. *If the Contractor is guaranteed a certain amount of money (e.g. a shelter program which must remain open regardless of the number of clients served), mark "Guaranteed Minimum". The total dollar amount that may be spent under the contract must then be entered in the space provided in the paragraph below.*

- ☐ **"Guaranteed Minimum":** DHS/_____ shall pay the Contractor \$_____ (*insert the Fixed Amount*) for maintaining the facilities and programs required by this Contract, and DHS/_____ shall pay this Fixed Amount regardless of the number of clients DHS/_____ actually places with the Contractor, provided that the Contractor shall accept the clients that DHS/_____ refers to the Contractor, up to the maximum number of clients specified in Part IV ("Contract Costs, Billing and Payment Information").

Are there conditions under which the guaranteed minimum will be increased by additional payments?

☐ No

☐ Yes

(When "Yes" is marked here, the conditions under which the guaranteed minimum will be increased must be specifically stated in Part IV, "Contract Costs, Billing and Payment Information", #3(b), "Other Instructions".)

If yes, indicate whether the additional payments are:

☐ rate-based (Actual Services/Rate Based)

☐ budget-based (Actual Services/Approved Budget)

7. **COMPLIANCE WITH PROCUREMENT REQUIREMENTS:**

This section is used to identify the procurement process used to select the Contractor. If the contract is the result of an RFP, mark "a" and write the RFP # in the blank provided. If the Contractor is a government agency, mark "b". If the contract is exempt from the bidding process, mark "c". If "c" is marked then one of the two options below it must also be marked, "The Contractor is a sole source for this service" OR "DHS/_____ contracts with all entities offering this service". Both of these options require prior approval. If the Contractor is a sole source, a pre-approved sole source justification letter must also be identified as an Attachment to the contract under the "Table of Provisions in This Contract".

- a. ☒ This Contract is entered into as the result of a competitive procurement process on Requisition No.40296.
- b. ☐ The Contractor is a governmental entity.
- c. ☐ This Contract is exempt from the bidding process because:

(Check all that apply):

- ☐ The Contractor is a sole source for this service.
- ☐ DHS/DSPD contracts with all entities offering this service.

SECTION B: CONTRACTOR'S LEGAL STATUS AND INDEMNIFICATION RESPONSIBILITIES

2. **CONTRACTOR MUST PROVIDE INSURANCE AND INDEMNIFICATION:**

Mark the appropriate option below. All Contractors must have some type of insurance unless they have been pre-approved by the DHS/Deputy Director to be self-insured.

c. **Types of Liability Protection the Contractor Must Provide:**

Check ONE of the following options:

☒ (1)

Private Contractor—Commercial Insurance Required:

If the Contractor is not a Utah governmental entity, the Division must ensure that the Contractor has appropriate general liability, automobile, and professional liability insurance by obtaining a certificate of insurance, an endorsement and A.M. Best rating information.

***Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, if the Contractor provides documentation verifying the insurance company providing the Contractor's insurance is **reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.*

An insurance certificate does not need to be submitted with the EZ Form or attached to the contract if this option is selected.

☐ (2)

Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior DHS Approval Required:

If the Contractor claims that it is self-insured, the Contractor shall provide DHS with evidence that it has the ability to process and pay claims adequately, fairly and in a timely manner. The Contractor's ability must be comparable to a commercial insurer that provides general-liability, automobile, and professional liability insurance. The Division is responsible to provide the Contractor's evidence to the DHS Deputy Director for Support Services (or the Deputy Director's designee) and obtain a written statement from the Deputy Director indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract.

This written statement must be submitted with the EZ Form and attached to the contract.

☐ (3)

Doctors, Dentists, Mental Health Therapists and Other Professionals:

*If the Contractor is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the Division is responsible to ensure that the Contractor has the required professional liability insurance by obtaining a certificate of insurance and A.M. Best rating information. ******(See above reinsurance information)*

An insurance certificate does not need to be submitted with the EZ Form or attached to the contract if this option is selected.

☐ (4)

Governmental Contractors and the Utah Governmental Immunity Act:

If the Contractor is a Utah governmental entity, liability will be governed by the provisions of the Utah Governmental Immunity Act (Utah Code, Title 63, Chapter 30).

An insurance certificate does not need to be submitted with the EZ Form or attached to the contract if this option is selected.

SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS

8. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** *If the Contractor is a Utah governmental entity, it wants to enforce its own Code of Conduct in lieu of the DHS Provider Code of Conduct, and it has provided the required written certification, mark option "d". The Contractor's written certification must be attached to the contract.*

- ☐ d. If the Contractor is a Utah governmental entity, the Contractor may enforce its own written Code of Conduct in lieu of the DHS Provider Code of Conduct if the Contractor first provides DHS/DSPD with a written certification that the Contractor has compared its own Code of Conduct and the DHS Provider Code of Conduct, and has determined that its own Code of Conduct is at least as comprehensive and stringent as the DHS Provider Code of Conduct. The governmental Contractor shall also give its employees and volunteers a copy of its Code of Conduct before they begin working with the clients under this Contract, and the governmental Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understood the Contractor's Code of Conduct and will comply with it.

9. **RESTRICTIONS ON CONFLICTS OF INTEREST:** *Every Contractor must complete a Conflict of Interest form(s). Conflicts of interest fall under the following categories: (1) Dual Employment; (2) Related Parties; (3) Political Subdivisions and Agencies. It is the Contractor's responsibility to determine which form(s) they need to complete and send to the Division. The Division is responsible to provide the Contractor with the necessary form(s).*

f. Disclosing Conflicts of Interest to DHS:

Select EITHER (2) OR (4)

- ☒ (2) **Contractor's Disclosure Statement.** Before signing this Contract, the Contractor shall submit a Disclosure Statement to DHS/DSPD in which the Contractor discloses any existing or potential Conflicts of Interest, including all information required by the Ethics Acts and this Contract. In particular, the Contractor's Disclosure Statement shall include:

If (2) is selected, mark all of the following that apply

- ☒ (a) **For Conflicts of Interest involving Dual Employment** (as explained in Paragraph (9)(c)(1) above) the following information is required:
- (i) whether any of the Contractor's Representatives are employed both by the Contractor and by the State of Utah;
 - (ii) the name of the Contractor's Representative having that Dual Employment;
 - (iii) the title or position of the Contractor's Representative with the Contractor and with the State of Utah;
 - (iv) the nature and value of the Contractor's Representative's interest in the Contractor's Business Entity;
 - (v) the Contractor's Representative's decision-making authority with the Contractor and with the State of Utah and how that individual's authority affects this Contract; and

- (vi) measures taken by the Contractor to protect DHS/DSPD from potentially adverse effects resulting from the Contractor's Representative's Dual Employment.

☒ (b) **For Conflicts of Interest involving Related-Party Transactions** (as defined in Paragraphs (9)(b)(6) and (7) above, and as explained in Paragraph (9)(c)(2) above) **or involving impaired judgment** (as explained in Paragraph (9)(c)(3) above), the following information is required:

- (i) the name of the Contractor's Representative having the Conflict of Interest;
- (ii) the name of the other party to the Conflict of Interest;
- (iii) the relationship between the individuals identified in (i) and (ii) above;
- (iv) a description of the transaction to which the Conflict of Interest applies and the dollar amount involved (if any);
- (v) the decision-making authority of the Contractor's Representative and the party identified in (ii) above, with respect to the applicable transaction;
- (vi) the potential effect of the Conflict of Interest on this Contract; and
- (vii) the measures taken by the Contractor to protect DHS/DSPD from potentially adverse effects resulting from the identified parties' relationship.

☒ If the Contractor has no Conflicts of Interest or has no Representatives who are also employees of the State of Utah, the Contractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the Contractor is certifying to DHS/DSPD that it has implemented the safeguards required by Paragraph (9)(f)(1) above, and that it has checked its organization and the Contractor's Representatives for Conflicts of Interest.

☐ *This option is for Governmental entities only.*

(4) **Disclosure for Political Subdivisions and Agencies.** If the Contractor is a political subdivision, agency or municipality of the State of Utah, the Contractor may submit to DHS/_____, a written certification in lieu of the Disclosure Statement, in which the Contractor certifies that it maintains a written policy requiring the Contractor's Representatives to disclose their Conflicts of Interest, and that this policy provides the Contractor with the information it needs to satisfy the provisions of this Contract. The certification shall also provide that the Contractor monitors for compliance with these Conflict of Interest provisions and can reasonably assure DHS/_____ that any of the Contractor's Representatives with a potential Conflict of Interest do not:

- (a) make or influence decisions or set policies that affect this Contract;
- (b) monitor the performance of this Contract; or
- (c) become involved in or otherwise benefit from the performance of this Contract.

SECTION D: COMPLIANCE MONITORING AND RECORD-KEEPING RESPONSIBILITIES

2. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** *Identify the Contractor's Representative for billings and reports. The position and/or person identified must be the individual who prepares the billings and required financial reports for the Contractor.*

Title		Name (Optional):
Telephone		
Address		

SECTION E: CONTRACT MODIFICATIONS AND DISPUTE RESOLUTION PROCEDURES

1. **SUBCONTRACTS:**

- b. **When Subcontract Is Allowed:** *The Division must decide whether or not the Contractor may subcontract and then mark the appropriate option. The third option may only be marked if the Contractor is a subrecipient.*

Please check ONE of the three options:

- ☐ The Contractor may not subcontract to provide the services specified in this Contract.
- ☒ The Contractor may subcontract to provide the services specified in the contract. However, Contractor must notify DHS/DSPD in writing of plans to enter into any subcontracts and must obtain DHS/DSPD approval prior to entering into any subcontracts.
- ☐ The Contractor is a subrecipient as defined in Part I, Section A, Paragraph 3. As a subrecipient, the Contractor may enter into subcontracts with other individuals or entities to provide the services required by this Contract and other state and federal laws.

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

In completing this part of the Contract, state in detail the resources the Contractor must have and what the Contractor must do (performance criteria) to successfully provide or complete the services or supports required by this Contract. When the Contract is the result of a Request for Proposal ("RFP"), the performance criteria identified must be consistent with the criteria in the RFP and/or any amendments to the RFP. When applicable, the performance criteria must also be consistent with the criteria used by DHS in setting the rate of payment for the type(s) of service to be provided by the Contractor. The description of the performance criteria the Contractor must meet must be detailed enough to allow DHS/DSPD or DHS to effectively monitor the Contractor's performance.

*Is this service or support a **Residential Program**?*

Select ONE of the following:

☒

Yes?

If yes is marked above, the Description of the Services or Supports must state whether or not the Contractor may receive payment for client absences. If the Contractor may receive payment for client absences, the conditions under which such payments will be made must be clearly outlined (e.g. required documentation, limit on number of absences, written approvals)

☐

No?

*(For more detailed instructions on how to complete this part of the contract, please refer to the **Monitoring Handbook for Performance Based Contracts.**)*

DHS/DSPD BACKGROUND

DHS/DSPD's mission is to promote opportunities and provide supports for people with disabilities to participate fully in Utah life. DHS/DSPD is responsible for developing services and supports, which promote client choice, independence, productivity, and integration into community life as provided in Utah Code Annotated § 62A-5-102 and 62A-5-103. It is also responsible for ensuring that client services and supports are delivered in the least restrictive and most enabling environment possible. The need, frequency, or intensity of the services rendered to individual clients may vary on a case-by-case basis. The Contractor shall be responsible for ensuring compliance with DHS/DSPD service requirements, and rules under Utah Administrative Rule R539 in the delivery of services and supports, including:

1. Providing at all times for the reasonable health and safety of clients in service,
2. Providing clients with protection from abuse, neglect, and exploitation, including solicitation from other persons via undue influence (attempting to gain control over the decision making of vulnerable adults by acting deceptively), see Utah Code Annotated §62A-3-301 (24),
3. Ensuring that client services and supports are appropriate for the client being served (ie: clients with acquired brain injury usually require different styles of intervention and/or methods of service delivery than clients with developmental disabilities and mental retardation) and that they are based on the principles of self-determination.

In addition to the above, the Contractor shall be responsible for maintaining records and documentation sufficient to demonstrate both the delivery and the effectiveness of all services rendered.

In keeping with its mission, DHS/DSPD's service and support system incorporates the principles of self-determination, informed choice, and equity. It is client focused and driven and empowers clients and their families in the selection and delivery of the client's services and supports. Using Person Centered Planning principles (Part IV.C.8), Contractors, DHS/DSPD staff, and other professionals work together with the client, as a team, in making and supporting decisions that impact or control the client's life. Thereafter, the agreed upon supports and services are delivered by the Contractor in accordance with the client's needs and preferences so that the client might experience personal life satisfaction.

POPULATION TO BE SERVED

Contractors must have the capacity to serve clients who meet the definition of "disabled" found in Utah Code Annotated § 62A-5-101 (4) and who have been found eligible for services by DHS/DSPD as prescribed in Utah Administrative Rule R539-1. Contractors may choose to provide services to ABI clients, DD/MR clients, or both populations. Although there are no age restrictions on DD/MR clients served, ABI clients must be 18 years of age or older to be eligible for the services requested under this RFP.

GENERAL REQUIREMENTS

Contractors must comply with both current general and specific program/service standards in the delivery of services and supports. These service standards are periodically updated by DHS/DSPD in Administrative Rule to reflect changes in State or Federal Law and/or Regulation including changes in Medicaid requirements. The failure to comply with the general requirements or service descriptions may result in the withholding of client referrals to the Contractor until such time as the Contractor comes into compliance.

Except where specifically stated otherwise, the following general standards apply to all services and supports.

1. Contractor Qualifications

- a. Contractors must have all applicable licenses as prescribed in Utah Administrative Rule R501 and Attachment B-Specific Service and Support Requirements, to operate and provide the particular type of services being offered and comply with insurance requirements and any local ordinances or permits governing the type of service provided.
- b. Contractors must be enrolled as an Approved Individual Medicaid Provider with the Department of Health and agree to allow DHS/DSPD to bill Medicaid on its behalf for covered Medicaid services included in the rate paid by DHS/DSPD to the Contractor. Contractors must also agree to participate in any DHS/DSPD provided Medicaid training.
- c. Personnel Policies and Procedures: Contractors shall have established personnel policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:

- 1) Include written job descriptions for all positions including volunteer positions with ongoing involvement (each job description shall include the specific knowledge, skills, abilities and educational requirements necessary to qualify for the position),
 - 2) Provide for the evaluation of staff performance on at least an annual basis,
 - 3) Prohibit any staff with a physical, emotional, or mental condition that could potentially interfere with the satisfactory performance of assigned duties or otherwise jeopardize the well-being of clients receiving services, from providing services and supports until the Contractor is provided with documentation that the condition is resolved to the satisfaction of a licensed physician or other appropriate professional.
- d. Operating Policies and Procedures: Contractors shall have established operating policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
- 1) Include a mission statement and objectives, as defined by the provider,
 - 2) Identify the specific population being served,
 - 3) Describe each of the services and supports offered by the Contractor and how they will be delivered,
 - 4) Clearly define staff and supervisory responsibilities during all hours of operation,
 - 5) All licensed facilities and Contractors providing CLI and CLS services must ensure the presence of at least one staff trained, by a certified instructor, in First Aid and CPR on duty with clients at all times.
 - 6) Ensure the presence of staff at each site that are responsible for supervision of the day-to-day operations of the site and for operation of the program,
 - 7) Provide for the verification and/or review of the driver's license, driving record, and auto insurance coverage of staff that transport clients on at least an annual basis,
 - 8) Provide for necessary staff training on a regular basis,
 - 9) Provide for the receipt and resolution of client grievances,
 - 10) Include emergency procedures for handling the injury, illness, and death of a client and instructions about when and how to notify the DHS/DSPD Region Office,
 - 11) Include emergency procedures for fire and other disasters that require the development and posting of an evacuation plan in each community living site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills,
 - 12) Address the management of client finances and ensure that all personal funds managed by the Contractor are released at the time of discharge, or at the request of the client or the client's representative, after outstanding bills are paid,
 - 13) Specify board and room charges and food stamps or other income not originating with DHS/DSPD,
 - 14) Establish the amount of time family or friends may stay as overnight guests,
 - 15) Include fiscal policies, such as internal controls that separate payments from approvals, are sufficient to ensure and document that any financial benefits realized by a Contractor as a result of contracts with federal, state, county, city or other agencies to use community living and day training sites, were used to benefit the clients served by the Contractor.

- e. Quality Assurance: Contractors shall cooperate with all DHS/DSPD quality assurance requirements as provided for in Utah Administrative Rule R539-4. In addition, Contractors shall have an internal quality assurance plan that may be externally validated by DHS/DSPD. This internal quality assurance plan shall include at least the following:
 - 1) An agency self-assessment process for DHS/DSPD funded services,
 - 2) An established method for responding to concerns identified in the Contractor's internal monitoring and feedback processes,
 - 3) An established method for responding to and/or correcting within specified timeframes, any areas needing improvement or any areas of non-compliance noted by DHS/DSPD.

2. **Staffing Requirements**

Contractors are responsible for ensuring that all DHS/DSPD staffing requirements are met. In keeping with this requirement:

- a. Each program or site must employ direct service supervisory staff who:
 - 1) Have successfully completed all direct care staff training designated by DHS/DSPD,
 - 2) Participate with the **Person Centered Planning** process (see #8),
 - 3) Oversee service/support delivery to clients by direct care staff,
 - 4) Provide ongoing supervision, consultation and training to direct care staff.
- b. Each program or site must also employ a sufficient number of direct care staff to assure compliance with the number of service hours identified on each client's worksheet. (Both professional, such as Behavioral Therapists or Nurses, and nonprofessional staff requirements will be identified in each client's budget worksheet along with the number of direct service supervision hours required.)
- c. Direct support staff must have the ability to:
 - 1) Supervise clients while asleep and awake,
 - 2) Assist clients with personal hygiene and grooming, cooking, and other activities of daily living,
 - 3) Assist clients in following through with the goals and outcomes identified in the client's action plan as developed through the Person Centered Process.

3. **Staff Qualifications**

All staff shall demonstrate competency, as determined by the Contractor, education, and training before the delivery of any supports to clients.

- a. Professional staff must be licensed as applicable according to the Division of Professional Licensing.
- b. Unless another age is specified in Administrative Rule 501 staff working in licensed facilities must be at least 18 years old and pass an Office of Licensing Criminal Background Screening. Exceptions will be stated in the specific service codes.
- c. Direct care staff age 18 and older must pass an Office of Licensing Criminal Background Screening, prior to working with children or venerable adults. It is recommended that direct care staff pass a Bureau of Criminal Investigation (BCI) Screening prior to working with children or vulnerable adults as defined in Utah Code Annotated § 62A-2-101.

- d. All staff must file a negative screen for tuberculosis, or have a chest x-ray that is negative if a previous test indicated a positive result.
- e. Staff involved in food preparation shall have a current Food Handler's Permit from the County Health Department.
- f. Employee's transporting clients must have:
 - 1) A current driver's license,
 - 2) Evidence of insurance coverage,
 - 3) Proof of current first aid training,
 - 4) Proof that the Contractor checked employee's driving record and restricted those with undesirable records.

4. **Host Home and Professional Parent Qualifications and Requirements**

- a. Host Home and Professional Parents must:
 - 1) Be at least 21 years old,
 - 2) Pass a BCI check, along with anyone else living in the home who is age 18 or older, **prior** to providing any supports,
 - 3) Be interviewed by and provide two written references to the Contractor prior to services being rendered.
- b. The Contractor shall:
 - 1) Verify at least two previous employers/personal references provided and maintain a file of the same,
 - 2) Provide technical support and assistance (including consultation and hands-on training) as well as respite, to Host Home and Professional Parents in the day-to-day operation of their homes.

5. **Staff To Client Ratios**

Staff to client ratios shall be based upon the need of the client and shall meet the minimum ratios identified in the client's individualized budget worksheet. To comply with the staff to client ratio, Contractors must deliver the hours of service identified in each client's individualized budget worksheet.

6. **Staff Training Requirements**

All direct care and direct care supervisory staff shall receive training in the areas and according to the schedule set forth below. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to persons with disabilities.

- a. **Prior** to providing any support to clients, staff shall be trained and assessed to ensure appropriate competency in the following:
 - 1) For Community Living Supports (residential) and Day Supports, ensure training in Emergency Procedures, e.g. when to call emergency 911 number, incident reporting, when to call a doctor or hospital and orientation about seizure disorders,
 - 2) Behavioral Supports,
 - 3) Crisis Procedures,
 - 4) Legal Rights of Persons with Disabilities,
 - 5) Abuse, Neglect, and Exploitation,
 - 6) DHS Code of Conduct,

- 7) Confidentiality,
 - 8) Orientation to Persons with Mental Retardation, Developmental Disabilities and/or Brain Injury.
- b. **After 30 days of employment**, staff shall receive additional training in the following areas:
- 1) Medication competency:
 - a) Identification of common medications, their effects, purpose and side effects,
 - b) Identification of medications and medication side effects specific to the client receiving supports, including self-medication administration and documentation.
 - c) On going training on all medications including reason and circumstance for administration, dose, scheduling, etc.,
 - 2) Illness symptom recognition specific to the client receiving services,
 - 3) Prevention of communicable diseases,
 - 4) Specific dietary issues for clients with diabetes or other critical health care issues,
 - 5) Knowledge about the disability, and the required support and strengths of the client the employee is to support,
 - 6) Knowledge of the client's swallowing and eating difficulties, if applicable,
- c. **By the end of six months of employment**, staff shall demonstrate competency in the following areas:
- 1) The use of non-aversive techniques as a first response in behavioral crisis prevention and intervention,
 - 2) If the client receiving services is likely to become aggressive, MANDT System for Managing Non-Aggressive and Aggressive People, Professional Assault Response Training or other DHS/DSPD approved intervention is required,
 - 3) DHS/DSPD rules, philosophy, mission, and beliefs,
 - 4) Contractor policy, philosophy, and mission,
 - 5) Principles of age appropriate community inclusion and natural support development,
 - 6) Key elements of the American with Disabilities Act,
 - 7) Person Centered Process plan development,
 - 8) Common disabling conditions of the client receiving services,
 - 9) Recreation and leisure skills,
 - 10) Emergency procedures such as First Aid and CPR, including the Heimlich maneuver or other choking relief maneuvers.
 - 11) Basic concepts of good nutrition,
 - 12) Contractors and Contractor's staff providing ABI services shall demonstrate competence in the following areas:
 - a) Brain behavior relationships,
 - b) Transitioning from hospitals to community support programs including available resources,
 - c) Functional impact of brain changing,
 - d) Health and medication classes,
 - e) Role of the direct care staff relating to the treatment and rehabilitation process,
 - f) Treatment plan and behavioral supports,
 - g) Families perspective of the brain injury.

- d. **By the end of one year of employment**, staff shall demonstrate competency in the following areas:
 - 1) Self determination principles,
 - 2) Person Centered Planning process and principles,
 - 3) Personal outcomes,
 - 4) Contractor operations and service delivery.
- e. After the above training requirements have been met, direct care staff shall complete a minimum of 12 additional hours, as related to their job position, of training per year.

7. **DHS Code of Conduct**

All Contractors and their staff are required to be familiar with and abide by the DHS Code of Conduct policy prohibiting the abuse or neglect of clients with disabilities. Copies of this policy shall be maintained at each program site and annually each employee will sign that they have read it.

8. **Person Centered Planning**

Appropriate Contractor staff will be expected to participate in and comply with the requirements of the DHS/DSPD Person Centered Planning Process in providing services. This process consists of four main steps, assessing, planning, implementing, and evaluating. Input from the client's team guides and directs the process at each step. It operates as follows:

- a. Once a year the DHS/DSPD Support Coordinator prepares an Individual Service Plan (ISP) for each client. The ISP is developed based on the supports listed in the client's previous years ISP as well as other supports identified as needed for the person. It identifies the amount, duration and frequency of each of the client's services or supports. It also states the outcome of the prior year. (The ISP for first-time clients reflects the services and supports required by the client as determined through the assessment process.)
- b. The Support Coordinator schedules and facilitates a Person Centered Planning meeting with the client's team. The team consists of the Support Coordinator, the client or the client's representative, the Contractor and Contractor's direct care staff, therapist and whomever else the client or his representative selects. The team works together to identify goals for the client for the up coming year and how best to implement and evaluate those goals and the related individual supports for which each member of the team is responsible.
- c. During the Person Centered Planning meeting, the Support Coordinator prepares an Action Plan (AP). This plan reflects both the client's goals and the implementation and evaluation strategies as determined by the team. (The team decides the level of detail required to describe the actions involved in assessing, planning, monitoring and evaluating the client's supports, based on the experience and expertise of the staff providing the supports).
- d. The Individual Service Plan document is then filed in the DSPD client file after a copy is given to the Contractor. The Contractor is responsible for implementing the applicable portion of the ISP's Action Plan (ISP/AP). The Contractor's ISP document may include the following separate documents: Action Plan, Behavioral Plan, Staff Instruction sheet, data collection and/or Task Analysis sheet.

- e. Once the ISP/AP has been developed, the Contractor must orient the client to the plan and ensure the client is involved in its implementation. If a team member believes the ISP/AP is not being implemented as outlined, or if a team member receives a report from the client or the client's representative to this effect, that member shall immediately notify the Support Coordinator so the issue can be resolved.
- f. The team is required to meet at least annually (within 12) months of the last Person Centered Process meeting) to review the client's service/support requirements and to make adjustments as necessary based on the client's needs. However, it may meet more often as determined by the client or other members of the team.
- g. The Team is encouraged to promote the development of natural supports, as it relates to the services, for clients.

9. **Special Record Keeping Requirements**

- a. Personnel Records: Contractors shall maintain individual personnel files for all persons employed, under contract, or otherwise associated with the Contractor. The files shall include the person's:
 - 1) Application (including name, address, and telephone number),
 - 2) References,
 - 3) BCI release forms,
 - 4) Signed DHS Code of Conduct,
 - 5) Record of training and competency test methods and results,
 - 6) Copies of educational transcripts and Degrees (if transcripts and degrees are used by the Contractor to prove competency).
- b. Family Support and Respite Care Provider Records: All individuals providing family support and respite care shall provide and/or maintain the following information and/or documents:
 - 1) Name, address, and telephone number,
 - 2) Training and experience in the area of disabilities as it relates to services contracted or provided,
 - 3) Any physical problems that might limit the individual's ability to provide a specific kind service for the client,
 - 4) Three non-family references including contact names, addresses, and telephone numbers,
 - 5) BCI release forms.
- c. Client Records: The Contractor shall maintain individual client records for each client served. All DHS/DSPD client records are the property of DHS/DSPD and the State of Utah and shall be furnished to DHS/DSPD upon request. Client records shall include the following information as applicable:
 - 1) The client's name, address, phone number, birth date, identification number and Medicaid number; name and address of sponsor or owner of facility providing services; Support Coordinator's name, address and phone number. (The Contractor shall make contact with the Support Coordinator accessible to the client at all times.),
 - 2) A photograph of the client,
 - 3) The name, address, and phone number of the client's representative,
 - 4) The names of emergency contacts and instructions on how to contact them,

- 5) The name and phone number of the client's primary care physician, medical specialist and medical insurance, if any,
 - 6) A copy of the client's social history and psychological evaluation (when provided by DHS/DSPD),
 - 7) Client health information including the following:
 - a) A record of all medical and /or dental examinations performed, including assessments, treatments, and prescribed medication(s),
 - b) A record of all surgeries, immunizations, illnesses, chronic complaints, and significant changes in health,
 - c) Authorization for any emergency medical treatment needed,
 - d) A record of all medication(s) taken by the client,
 - e) A record of all incidents requiring first aid and/or a referral to medical personnel or a health care facility,
 - f) A record of all medication errors,
 - g) A record of all accidents or injuries,
 - 8) Documentation of behavioral or other incidents such as property damage,
 - 9) The client's current action plan with the Contractor's support strategies and records documenting the implementation of those strategies (e.g., monthly progress notes, attendance records, and service records identifying the service rendered, the name of the person providing the service, the location where services were rendered and the date and number of hours rendered.),
 - 10) The client's admission and termination dates, sponsorship (DHS/DSPD or private), paybacks related to the client, and reimbursement requests (Forms 520, and 1032). These records must be maintained for five years from the date of discharge,
 - 11) Human Rights documentation, guardianship and other pertinent legal documents,
 - 12) A completed Representative Payee or a Voluntary Financial Support Agreement,
 - 13) A record of all incidents and protective service investigations documented in accordance with DHS requirements,
 - 14) A written agreement signed and dated by the client or the client's representative **prior** to the delivery of services that identifies:
 - a) All of the costs and fees that will be charged by the Contractor for care and services, including any extra costs such as personal items that may be incurred,
 - b) The client's obligations regarding the payment of such charges, and
 - c) The Contractor's refund policy,
 - 15) A statement signed by the client and/or the client's representative verifying that Contractor both explained and provided the client with a copy of its client grievance policy and procedures,
 - 16) Documentation that the Contractor assisted the client with applying for unearned income benefits, including food stamps,
 - 17) Documentation showing that all client food stamp entitlements were properly used to supplement the client's food costs,
 - 18) Documentation of all service fees received from the client's Representative Payee.
- d. Family Support and Respite Care Service Records: All personnel employed by, associated or contracted with a Contracting Agency to provide family support or respite services will maintain a record for each client served and comply with DHS/DSPD Administrative Rule 539-5, "Provider Records for Individuals".

- e. Medicaid Records: Contractors providing Medicaid reimbursed home and community-based waiver services shall document all client services provided as identified below:
 - 1) The name of the client served,
 - 2) The name of the individual who delivered the service,
 - 3) The specific service provided,
 - 4) The date the service was rendered,
 - 5) The amount of time spent delivering the service, and
 - 6) Progress notes describing the client's response to the services [e.g., progress or the lack of progress as documented in the monthly summaries and/or progress notes].

All Medicaid service records shall be made available for State or Federal audit and review purposes upon request.

- f. Operational Records: Contractors shall maintain the following records where applicable:
 - 1) Documentation of compliance with zoning, life safety, health, and fire inspections as required for licensure where applicable,
 - 2) Copies of contracts or agreements with DHS/DSPD and other agencies or professionals in the community the Contractor regularly uses to provide services to clients,
 - 3) Records of operational costs and revenue according to general accounting principles.

10. **Maintenance of Client Records**

- a. Client records shall be locked and secured to protect the interests of the client.
- b. Contractor staff shall have access to only those portions of the record that directly relate to the client's support.

11. **Release of Client Information**

- a. Pursuant to Utah Code Annotated §63-2, the Government Records Access and Management Act (GRAMA), client records are classified as private or controlled.
 - 1) Private information is information that contains personal data on clients. Access to private client information is restricted to State and Contractor agency personnel and the client who is the subject of the record. (See Utah Code Annotated § 63-2-302.),
 - 2) Controlled information may even be withheld from the person who is the subject of the record and the person's representative. It is the most restrictive classification and is rarely used. Controlled information includes medical or psychological information that would be detrimental to the client's mental health, information that would jeopardize someone's safety, or information that, if released, would violate normal professional practices and ethical standards. (See Utah Code Annotated § 63-2-303.)
- b. Contractors shall comply with GRAMA in safeguarding and releasing client information.
 - 1) Prior to releasing any client information, Contractor shall obtain an appropriate Release of Information form completed and signed by the client or the client's representative authorizing the Contractor to release the information requested to the individual requesting it,

- 2) Contractor shall also obtain the name, signature and title of the individual requesting the information, the date and reason given for examining the record and a description of the information released,
 - 3) The Release of Information form shall be maintained in the client's file.
- c. DHS/DSPD has the right to request or review client records from the Contractor at anytime.

12. Retention and Destruction of Client Records

- a. Contractors shall retain client records as follows:
- 1) Child Records: For clients under age 22, Contractor shall retain the record five years after the client's 21st birthday,
 - 2) Adult Records: For clients age 22 and older, the Contractor shall retain the record based on the retention schedule, see Attachment A,
 - 3) Closed Contractor Records (records on clients who have transferred to another Contractor or who no longer require services from DHS/DSPD):
 - a) For clients under age 22, the Contractor retains closed records for five years after the client's 21st birthday,
 - b) For clients age 22 and older, the Contractor retains closed records for five years after the date of closure.
- b. Contractors may store client records at the Utah State Archives Office at no cost to the Contractor.
- c. Contractors shall comply with the provisions of Utah Code Annotated § 63-2-905 (burn or shred) in the destruction of client records.

13. Service Rates and Billing Requirements

Payment for services provided will be based on the rates established by DHS/DSPD for each of the various services covered by this RFP. A complete listing of current rates is located in Section IV, 2. **Payment Rates**. Rates may be subject to change based on the maximum allowable rate established for each service by DHS and/or the amount of funding available to DHS/DSPD each year. Rates may be adjusted annually, effective July 1, for a Cost of Living Adjustment (COLA), only if funds for a COLA are appropriated by the legislature. DHS/DSPD may also negotiate with the Contractor for lower rates but cannot pay amounts higher than those established by DHS. Contractors shall cooperate with and provide requested fiscal information to DHS/DSPD for rate setting purposes and/or in conjunction with any audits initiated.

Contractors will have in place a system to track direct services (face-to-face) hours provided to clients. This data will be available to DHS/DSPD monitors and submitted quarterly to DHS/DSPD in a standard format (to be provided by DHS/DSPD) beginning with the first quarter of the contract period.

14. Utilization Reviews

Contractors shall cooperate with all DHS/DSPD utilization review procedures and processes.

15. Protective Service Investigations

- a. Contractors shall cooperate in all DHS Protective Service Investigations. If a DHS/DSPD client in residential services alleges abuse or neglect by a member of the Contractor's staff, the Director of the contracting agency will be notified of the allegation and further placements at that site will be suspended until the investigation is completed and a determination made with regard to the allegations.
- b. If an allegation is made against a staff person, the staff person involved shall not be allowed any unsupervised contact with clients until the investigation is completed and a determination made with regard to the allegations.

16. Incident Reports

- a. Within 24 hours of any incident requiring a report, Contractors shall notify both the DHS/DSPD Support Coordinator and the client's Guardian by phone, email, or fax.
- b. Within five business days of the occurrence of an incident, Contractors shall complete a DHS/DSPD Form 1-8 Incident Report and file it with the DHS/DSPD Support Coordinator at the DHS/DSPD Region Office.
- c. The following situations are incidents that require the filing of a report:
 - 1) Actual and suspected incidents of abuse, neglect, exploitation, or maltreatment per the DHS/DSPD Code of Conduct and Utah Code Annotated §62-A-3-301 through 321 for adults and Utah Code Annotated §62-4a-401 through 412 for children,
 - 2) Drug or alcohol abuse or medication overdoses or errors reasonably requiring medical intervention,
 - 3) Missing person,
 - 4) Evidence of seizure in a client with no seizure diagnosis,
 - 5) Physical or chemical emergency behavioral interventions,
 - 6) Significant property destruction (Damage totaling \$500.00 or more is considered significant. Property damage shall be covered by Contractor's insurance.),
 - 7) Physical injury reasonably requiring a medical intervention,
 - 8) Law enforcement involvement,
 - 9) Any other instances the Contractor determines should be reported.
- d. After receiving an incident report, the DHS/DSPD Support Coordinator shall review the report and decide if further review is warranted.

17. DHS Fatality Reviews

The death of a DHS/DSPD client who meets one or more of the criteria below is subject to a DHS fatality review. Contractors shall follow the DHS fatality review process upon the death of any client who meets the following criteria:

- a. Client resided at a facility/program owned or operated by the Contractor providing Community Living Support,
- b. Client lived outside the family home and received support services within 12 months prior to the date of death,
- c. Client lived at home and died while receiving a DHS/DSPD funded service such as Day Support, Supported Employment, or Respite Care,

- d. Any client whose death the DHS/DSPD Director requests be reviewed.

18. Licensure/Certification

Before a Contractor can accept DHS/DSPD clients for services, required licenses or certifications must be obtained from the appropriate agencies. The required license or certificate is listed with each service description in the Specific Service and Supports Requirements listed in this contract.

19. Sanctions For Non-compliance

- a. If a Contractor does not pass the DHS/DSPD Quality Assurance review, DHS/DSPD can impose sanctions from an informal written warning up to and including termination of the contract.
- b. If required reports and billings, listed below, are not submitted in a timely manner, payment may be denied. Below is a table showing documents and their due dates:

DOCUMENT	DUE DATE
Incident Report	Five business days after the event.
Support Strategies	30 days after the Action Plan is completed.
Monthly Summary	15 days after the end of the month.
520 Billings	30 days after the receipt of the DHS/DSPD generated 520 billings.

- c. The Contractor has the Right of Appeal for sanctions taken under this section.

20. Representative Payee/Personal Funds

- a. Unless a client/representative voluntarily signs a DHS/DSPD's Voluntary Financial Support Agreement (Form 1-3) or is restricted by the client's team, the client shall have access to and control over personal funds. The Contractors Human Rights Committee may recommend to the client's team to restrict a client's right to manage personal funds, if the client's money, health or safety is placed in jeopardy by severe mishandling, unlimited access or exploitation of funds by the client or others. The Contractor's staff shall give the client training, support and opportunities to manage finances to the maximum extent possible. The DHS/DSPD Support Coordinators and Contractor's staff shall document the handling of personal funds in a way that is not harmful or embarrassing to the client and supports the intent of the income source. The Client's Support Team may determine how a client can be assisted with financial matters, recommend the type of financial support a client may need and refer the client to a review by the Contractor's Human Rights Committee. The Contractor's staff should act as representative or protective payee only in a situation where no other knowledgeable, financially competent adult willing to take on the representative or protective payee responsibilities can be identified. The Contractor, with approval by the DHS/DSPD Director or designee, can submit an alternative procedure to the one listed below.

b. Procedures

1) Personal Funds Management Support

a) Upon receipt of the client's team approval or a DHS/DSPD Form 1-3, signed by the client/Representative, Contractor's staff shall manage the major personal business affairs of a client. Major personal business affairs include management of personal funds, checking account, saving account, or other financial matters related to Supplemental Security Income checks, tax assistance, etc. Any variance from procedures must be approved by the Contractors Human Rights Committee or requested by the client/representative and documented in the AP.

b) The Contractor's staff shall review financial records with the client at least monthly.

i) The Contractor's staff shall maintain documentation of this review in the client's records.

ii) An accurate record shall be kept of all funds deposited with the Contractor for use by the client. This record shall contain a list of deposits and withdrawals by category of food, rent, clothing and leisure. This record shall be verifiable with receipts and/or monthly bank statements.

iii) Purchases over \$20.00 per item shall be substantiated by receipts signed by the client and professional staff. Multiple items purchased over \$20.00 shall be verified with receipts, cancelled checks or monthly bank statements.

c) A record shall be kept of the client's petty cash funds. The amount of cash maintained in the client's petty cash account shall not exceed \$50.00 without Contractor's administrative approval. Records shall be kept of all deposits and withdrawals to the petty cash account.

d) The Contractor's staff shall assure accuracy of personal financial records through monthly review performed by someone other than the Contractor's staff authorizing expenditures. This review shall include verifying receipts of purchases and possession of single items exceeding \$20.00 in value. A quarterly administrative review of monthly financial documentation, bank statement, receipts and purchases shall be conducted by each Contractor for a random sample of clients receiving support to ensure adequate control of finances for all clients served by the Contractor. The Contractor's staff shall maintain documentation that proved reviews were conducted.

e) It is recommended that the Contractor protect the client's funds by using methods such as:

i) Not writing checks for more than \$35.00 a week,

ii) Not using the Automatic Teller Machine for transactions.

iii) Making deposits with no cash back.

These actions help to protect the client's funds by establishing a bank record of the total funds received by the client and requiring the client to sign all transactions. The Contractors Human Rights Committee may propose specific limits on a client's access to money and allowable spending amounts for the client's team review and approval.

- f) A client shall not give cash to or make purchases from the Contractor or Contractor's staff. A client shall not write checks to the Contractor's staff. Only in cases of emergency, may a client write a check to repay a loan made by the Contractor. A client shall have adequate access to personal finances to cover anticipated expenditures.
- g) The Contractor's staff shall not loan or give money to a client. The Contractor shall not loan or give money to a client except in case of an emergency, see h) below. A client shall not loan or give money to the Contractor's staff or the Contractor itself
- h) In the event of an emergency situation, a Contractor may write a check to the client or the client may borrow money from the Contractor. The client's support team must be notified and approve the actions of the Contractor in this situation. The Contractor's staff must document the emergency and the client's support team approval and maintain this documentation in the clients record. The Contractor shall have policies and procedures in place to make sure a client does not continuously owe the Contractor money due to emergency situations.
- i) Belongings with a purchase price or value of \$50.00 or more shall be inventoried. The inventory shall also include other items of significance to the client, which may cost less than \$50.00. The inventory shall be updated once a year. Discarded items shall be deleted from the inventory list. Documentation of the reason for the deletion of an item shall be maintained and shall require the signature of the client/representative and one Contractor staff or two Contractor staff if the client/representative is not available. Personal possessions shall be released to the client/representative whenever the client moves.
- j) The Contractor shall maintain written policy and procedures ensuring that all personal funds are to be released at the time of discharge or upon demand to the client/representative after outstanding bills are paid.
- k) Contractor's staff must provide documentation of the handling of client's funds in a manner that is least intrusive and restrictive to the client even if the Contractor staff act as representative or protective payee of the clients funds.
- l) Representative or protective payees are entitled to a reconciled financial statement of fiscal activity at least monthly.
- m) Representative or protective payees monthly statement shall be forwarded each quarter to the Support Coordinator. The DHS/DSPD Regions will create a procedure to govern this report.

21 **Human Rights Plan**

- a. All Contractors delivering direct services or supports to clients are responsible to ensure that a Contractor Human Rights Plan is developed and a DD/MR-ABI Human Rights Committee established. Each Contractor's Agency Human Rights Plan must identify:

- 1) The training about the rights of clients and staff,
 - 2) Procedures for prevention of abuse and rights violations,
 - 3) Process for restricting rights when necessary,
 - 4) Review of supports that have high risk for rights violations,
 - 5) Responsibilities of the Contractor's Agency Human Rights Committee including the review of rights issues related to the supports a Contractor provides and give recommendations to the client and their Support Team.
- b. All clients and staff will have access to the Contractor's DD/MR-ABI Human Rights Committee except clients receiving only family supports or respite.

SPECIFIC SERVICES AND SUPPORTS REQUIREMENTS

Community Living Intensive (Residential) Supports

Service Code: CLI

a. **SERVICE CODE DESCRIPTION**

Community Living Intensive Support (CLI) services is only for Developmentally Disabled and Mental Retarded clients (DD/MR). This service was established to provide a higher hourly reimbursement rate for a specific population.

CLI provides community living for people needing training, assistance and support to live as independently as possible in their own homes, apartments, and group homes. These services allow clients that exceed the standard service level, an opportunity to enjoy more personal freedom in selecting where, how and with whom they will live. CLI can include 24-hour direct care staff support. Actual type, frequency and duration of direct care staff support, and other community living supports will be defined in the client's ISP/AP based on the client's selected housing arrangement and assessed needs. Supports are available to clients who live alone or with roommates. CLI includes direct support services such as behavior support, meal preparation, assisting with eating, bathing, dressing, and/or personal hygiene as well as indirect services such as socialization, self-help, and adaptive/compensatory skills necessary to reside successfully in the community. The Contractor will ensure health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

Limitations: CLI is not available for new clients coming into services. The client receiving services pays room and board. Personal needs costs are covered through personal income such as Social Security and other income (SSA, SSI, employment). Payments for CLI are not made for the cost of facility maintenance, routine upkeep and improvement, other than costs for modifications or adaptations to a facility required to assure the health, safety and accessibility of the clients who reside there, which is consistent with the criteria established for the Environmental Accessibility Adaptation service. CLI is not available to children living in their parent/legal guardian's home. For adults living in the home of their parents or family, please refer to Supported Living (SLN) services.

b. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

The Contractor must have the capacity to provide the following services directly to a client in a program.

- 1) All facilities must be ADA accessible.
- 2) CLI can include 24-hour direct care staff supports. Actual type, frequency, and duration of direct care staff support, and other community living supports will be defined in the client's ISP/AP based on the clients preferences, selected housing arrangement, assessed needs and spending limit.
- 3) The CLI Budget Worksheet (worksheet) is the tool used by DHS/DSPD, the client and the client's support team, to cost out the supports that the client has chosen in their ISP/AP (limited by the client's authorized spending limit). The worksheet provides choices among various types of supports. Once the supports are selected, the worksheet specifies the type of supports, the number of hours, and hours of staffing supports provided each day or month. DHS/DSPD will audit/monitor and work with the Contractor to ensure that services have been provided.

- 4) Skill development and other support/services to assist clients in basic living skills, appropriate social interpersonal and communication skills, and adherence to medical and medicine regimes.
- 5) For clients on psychotropic medications, the Contractor will complete the Psychotropic Medication Plan including the following information:
 - a) Identification of the specific medication by its generic or brand name; the date which the medication was commenced on or is to be commenced, dosage, titration plans, and expected duration of medication, as determined by a qualified medical professional,
 - b) A statement of the psychiatric diagnosis or specific behavioral-pharmacological hypothesis for each medication prescribed, (if multiple medications are to be used, an explanation for the combination of medications will be stated),
 - c) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures may utilize standardized assessments instruments such as the Abnormal Involuntary Movement Scale (AIMS),
 - d) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications,
 - e) Identification of other support and services that are available and would be useful in the treatment of the targeted behavior of symptom and/or any related illness or condition of the client. Such supports or services may include Behavior Support Plans, psychotherapy or laboratory studies.
- 6) The Contractor's staff will assist the client in maintaining a clean, healthy and safe environment.
- 7) The Contractor's reimbursement for direct personnel costs is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses which account for staff vacations, sick time, and leaves for training. Also included in the CLI rate is supervision and administration rates, and non-personnel operating costs.
- 8) The Contractor will track and have direct service (face-to-face) hours information, see II 13.

c. **STAFFING REQUIREMENTS**

Staffing requirements are established in the client's CLI worksheet and may include up to 24-hour direct care staff support. Types of supports are listed in the CLI Worksheet.

d. **STAFF TO CLIENT RATIO**

Hours of support are established in the client's CLI Worksheet and may include 24-hour direct care staff support.

e. **ABSENCE**

- 1) A day of absence is defined as the period of time a client is away from the CLI setting for 24 or more consecutive hours.
- 2) The Contractor should bill for the day (24 hours) the client departs from the CLI program.
- 3) The Contractor cannot bill for the day the client returns if the hours are 24 or more. For example: if the client leaves on Tuesday at 9:00 AM and returns Wednesday at 8:00 AM, the Contractor may bill DHS/DSPD. If however, the client leaves on Tuesday at 9:00 AM and returns on Wednesday at 9:00 AM, the Contractor cannot bill DHS/DSPD for Wednesday.
- 4) The Contractor will document the time the client departed and returned in an absentee log.

f. **LICENSURE/CERTIFICATION**

- 1) Residential settings of one to three clients, must receive DHS/DSPD certification for each site.
- 2) Residential settings of four or more clients must receive a license for each site from DHS/Office of Licensing.

Community Living (Residential) Supports

Service Code: CLS

a. **SERVICE CODE DESCRIPTION**

Community Living (Residential) Supports (CLS) is for Developmentally Disabled-Mentally Retarded (DD/MR) and Acquired Brain Injured (ABI) clients and provides community living for people needing training, assistance and support to live as independently as possible in their own homes, apartments, and group homes. CLS service allows clients that exceed the standard service level, an opportunity to enjoy more personal freedom in selecting where, how and with whom they will live. CLS can include 24-hour direct care staff support. Actual type, frequency and duration of direct care staff support, and other community living supports will be defined in the client's ISP/AP based on the client's selected housing arrangement and assessed needs. Supports are available to clients who live alone or with roommates. CLS includes direct support services such as behavior support, meal preparation, assisting with eating, bathing, dressing, and/or personal hygiene as well as indirect services such as socialization, self-help, and adaptive/compensatory skills necessary to reside successfully in the community. The Contractor will ensure health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

Limitations: The client receiving services pays room and board. Personal needs costs are covered through personal income such as Social Security and other income (SSA, SSI, employment.) Payments for residential supports are not made for the cost of facility maintenance, routine upkeep and improvement, other than costs for modifications or adaptations to a facility required to assure the health, safety and accessibility of the clients who reside there, which is consistent with the criteria established for the Environmental Accessibility Adaptation service. CLS is not available to children living in their parent/legal guardian's home. For adults living in the home of their parents or family, please refer to Supported Living (SLN) services.

b. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

The Contractor must have the capacity to provide the following services directly to a client in a program.

- 1) All facilities must be ADA accessible.
- 2) CLS can include 24-hour direct care staff supports. Actual type, frequency, and duration of direct care staff support, and other community living supports will be defined in the client's ISP/AP based on the clients preferences, selected housing arrangement, assessed needs and spending limit.
- 3) The CLS Budget Worksheet (worksheet) is the tool used by DHS/DSPD, the client and their team of support, to cost out the supports that the client has chosen in their ISP/AP (limited by the client's authorized spending limit). The worksheet provides choices among various types of supports. Once the supports are selected, the worksheet specifies the type of supports, the number of hours, and hours of staffing supports provided each day or month. DHS/DSPD will audit/monitor and work with the Contractor to ensure that services have been provided.
- 4) The Contractor will help with skill development and other support/services to assist clients in basic living skills, appropriate social interpersonal and communication skills, and adherence to medical and medicine regimes.

- 5) For clients on psychotropic medications, the Contractor will complete the Psychotropic Medication Plan including the following information:
 - a) Identification of the specific medication by its generic or brand name; the date which the medication was commenced on or is to be commenced, dosage, titration plans, and expected duration of medication, as determined by a qualified medical professional,
 - b) A statement of the psychiatric diagnosis or specific behavioral-pharmacological hypothesis for each medication prescribed, (if multiple medications are to be used, an explanation for the combination of medications will be stated),
 - c) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures may utilize standardized assessments instruments such as the Abnormal Involuntary Movement Scale (AIMS),
 - d) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications,
 - e) Identification of other support and services that are available and would be useful in the treatment of the targeted behavior of symptom and/or any related illness or condition of the client. Such supports or services may include Behavior Support Plans, psychotherapy or laboratory studies.
- 6) The Contractor's staff will assist the client in maintaining a clean, healthy and safe environment.
- 7) The Contractor's reimbursement for direct personnel costs is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses which account for staff vacations, sick time, and leaves for training. Also included in the CLS rate is supervision and administration rates, and non-personnel operating costs.
- 8) The Contractor will track and have direct service (face-to-face) hours information, see General Requirements #13.

c. **STAFFING REQUIREMENTS**

Staffing requirements are established in the client's individual worksheets and may include up to 24-hour direct care staff support. Types of supports are listed in the CLS Worksheet.

d. **STAFF TO CLIENT RATIO**

Hours of support are established in the client's CLS Worksheet and may include 24-hour direct care staff support.

e. **ABSENCE**

- 1) A day of absence is defined as the period of time a client is away from the CLS setting for 24 or more consecutive hours.
- 2) The Contractor should bill for the day (24 hours) the client departs from the CLS program.
- 3) The Contractor cannot bill for the day the client returns if the hours are 24 or more. For example: if the client leaves on Tuesday at 9:00 AM and returns Wednesday at 8:00 AM, the Contractor may bill DHS/DSPD. If however, the client leaves on Tuesday at 9:00 AM and returns on Wednesday at 9:00 AM, the Contractor cannot bill DHS/DSPD for Wednesday.
- 4) The Contractor will document the time the client departed and returned in an absentee log.

f. **LICENSURE/CERTIFICATION**

- 1) Residential settings of one to three clients, must receive DHS/DSPD certification for each site.
- 2) Residential settings of four or more clients must receive a license for each site from DHS/Office of Licensing.

Companion Services

Service Codes: COM

a. **SERVICE CODE DESCRIPTION**

The purpose of Companion Services (COM) is to provide non-medical care, supervision and socialization to Developmental Disabled-Mentally Retarded (DD/MR) clients 22 and older and Acquired Brain Injury (ABI) clients 18 and older. Companions may assist the client with such tasks as meal preparation, laundry, shopping and other activities, but do not perform these activities as discrete services. Companions may also perform light housekeeping tasks which are incidental to the care and supervision of the client, such as vacuuming, dusting, light mopping, light dishwashing, changing light bulbs, etc. This service does not provide hands on direct health care supports or medical care assistance. This service may also be used for extended periods, over eight hours, for supervision when other services are not available. A roommate not directly related to the client may give this service. To provide companion services, the roommate must be employed by the Contractor. If a client needs more intensive supports and skills training, please refer to Supported Living Hourly (SLH). Health and safety of the client's supports of the client's must be ensured.

Limitations: COM is not available to individuals receiving Community Living Supports, (CLS).

b. **STAFFING REQUIREMENTS**

Staffing requirements are 1:1.

c. **LICENSURE/CERTIFICATION**

The COM Contractor must have a certification from DHS/DSPD.

Extended Community Living Supports-Adults

Service Codes: ELA

a. **SERVICE CODE DESCRIPTION**

Extended Community Living Supports-Adult (ELA) services are provided to clients who reside in a community living setting during the period of time they are not in a day program. ELA is for a short period of time, such as illness, recovery from surgery and/or transition between Contractors. This service may also be used on a flexible basis to accommodate the client's needs, such as time between the end of a workday and when residential services begin, if the time between work and home fluctuates regularly. Health and safety supports must be ensured by the Contractor, as well as, all other supports that lead to the desired outcome or goal of the client. This is an ancillary service and the Contractor must also be awarded Community Living Supports (CLS) and/or Community Living Intensive (CLI) to provide ELA services.

Limitations: ELA service cannot be used in lieu of supported employment and day treatment programs. It is for extra residential coverage only, and supplements the above supports. For clients who may need long term extended supports, the CLS/CLI worksheet shall be modified to reflect the change in level of support.

b. **POPULATION TO BE SERVED**

ELA services are provided to Developmental Disabled-Mentally Retarded (DD/MR) clients 22 years of age and *above* and Acquired Brain Injury (ABI) clients 18 years of age and *above*, who are found eligible by DHS/DSPD and who are recipients of CLI/CLS services.

c. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

The Contractor must have the capacity to provide the following services directly to a client in the ELA program.

- 1) When a client in CLI or CLS Services is temporarily not in a day program, they may receive an extension of service hours to keep them in a community based setting.
- 2) Recommendation for an ELA service will require the consensus of the client's support team. In the event of an emergency situation, a DHS/DSPD Region Supervisor can approve temporary ELA services. The client's support team will provide follow-up within five working days.
- 3) Before this service can be established a plan will be written and include a minimum of the following components:
 - a) Documentation of the client's choice of service.
 - b) Statement of justification is required.
 - c) A support need identified in the client's ISP/AP written as an outcome and support.
 - d) Time frames to identify how long this service is needed.
- 4) The Contractors reimbursement for direct personnel costs is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses, which account for staff vacations, sick time, and leaves for training. Also included in the ELA rate is supervision and administration rates, and non-personnel operating costs.
- 5) When the plan calls for intermittent use of ELA services due to a recurrent condition, then each new incident will require the notification and approval of the Region Supervisor.

- 6) The Contractor must also be able to provide the service requirements for CLS and/or CLI services as required. See CLS and CLI for those requirements.

- d. **STAFF TO CLIENT RATIO**

Hours of support are established in the client's ELA Supports Worksheet and the client's ISP/AP.

- e. **LICENSURE/CERTIFICATION**

ELA is an extension of CLS and CLI Supports and does not require a certificate or license if there is a valid one for the CLS and/or CLI programs.

Extended Community Living Supports-Children

Service Codes: **ELC**

a. **SERVICE CODE DESCRIPTION**

Extended Community Living Supports-Children (ELC) services are provided to clients who reside in community living settings during the period of time they are not in school. This service is for a short period of time, such as illness, recovery from surgery and/or transition between Contractors. This service may also be used on a flexible basis to accommodate the client's needs, such as time between the end of a workday and when residential services begin, if the time between work and home fluctuates regularly. Health and safety supports must be ensured by the Contractor as well as all other supports that lead to the desired outcome or goal of the client. This is an ancillary service for clients already receiving Community Living Services (CLS) or Community Living Intensive (CLI) services.

Limitations: The client receiving services pays room and board directly to the Contractor. Personal needs costs are covered through personal income such as social security or any other personal income (SSA, SSI, employment). Payments for ELC supports are not made for the cost of facility maintenance, routine upkeep and improvement other than the cost for modifications or adaptations to a facility required to assure the health, safety, and accessibility of the clients who reside there, consistent with the criteria established for the Environmental Accessibility Adaptation service. ELC Support is not available to children living in their parent/legal guardian's home.

b. **POPULATION TO BE SERVED**

Services are provided to clients who are found eligible by DHS/DSPD who are *under* the age of 22 and who are recipients of CLS and/or CLI services and are **not** enrolled in school for a period-of-time. This is a Developmental Disability/Mental Retardation (DD/MR) service only.

c. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

The Contractor must have the capacity to provide the following services directly to a client in this program.

- 1) When a client in CLS or CLI Services is temporarily not in a day program, they may receive an extension of service hours to keep them in a community based setting.
- 2) Recommendation for an ELC service will require the consensus of the client's support team. In the event of an emergency situation, a DHS/DSPD Region Supervisor can approve temporary ELC services. The client's support team will provide follow-up within five working days.
- 3) Before this service can be established a plan will be written and include a minimum of the following components:
 - a) Documentation of the client's choice of service.
 - b) Statement of justification is required.
 - c) A support need identified in the client's ISP/AP written as an outcome and support.
 - d) Time frames to identify how long this service is needed.
- 4) The Contractor's reimbursement for direct personnel costs is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses, which account for staff vacations, sick time, and leaves for training. Also included in the ELC rate is supervision and administration rates, and non-personnel operating costs.

- 5) When the plan calls for intermittent use of ELC services due to a recurrent condition, then each new incident will require the notification and approval of the Region Supervisor.
- 6) The Contractor must also be able to provide the service requirements for CLS and/or CLI services as required. See CLS and CLI for those requirements.

d. **STAFF TO CLIENT RATIO**

Hours of support are established in the client's ELC Supports Worksheet and ISP/AP.

e. **LICENSURE/CERTIFICATION**

ELC is an extension of CLS and/or CLI Supports and does not require a certificate or license if there is a valid one for either CLS or CLI Supports programs.

HOST HOME SUPPORTS

Service Codes: HHS

a. **SERVICE CODE DESCRIPTION**

Host Home Supports (HHS) are available for clients who would like to live in a private residence with a family or caregiver (non-related parent, guardian or spouse). HHS are established to give adults with disabilities an alternative to institutional or community living settings, such as group homes and apartments. This program allows an adult to be placed with a family or caregiver who has received specific training regarding disabilities. Host Home families or caregivers assist the adult in development of skills and provide support in the activities of daily living (bathing, eating, dressing, personal hygiene). They provide supports/services to ensure the health and safety of the adult as well as other supports that lead to the desired outcomes outlined in the client's ISP/AP.

A Host Home is permitted to provide support to one client, or with DHS/DSPD Regional Director approval, two clients. This community living option may not be used for care provided to the client in the home of a direct relative. The Contractor is frequently the representative payee for the client receiving HHS.

The Host Homes Contractor and Host Home parents do not have guardianship of the adult and the Host Home parents are subcontractors to the Contractor of this service.

b. **POPULATION TO BE SERVED**

In addition to the general requirements, to be eligible for this service, a client must be an adult 22 years of age or older for Developmentally Disabled/Mental Retarded (DD/MR) clients and 18 and older for Acquired Brain Injured (ABI) clients.

c. **SERVICE REQUIREMENTS**

A Host Home family is under contract with a Contractor approved to provide host home supports. The Contractor subcontracts with the Host Home family and the Host Home family is an independent contractor. The Contractor is responsible for supervision, training, documentation, client's ISP/AP and meeting certification requirements. A Host Home is permitted to provide support to only one client or with prior DHS/DSPD approval, two clients. HHS may not be used for care provided to the client in the home of a direct relative.

For clients on psychotropic medications, the Contractor will complete the Psychotropic Medication Plan including the following information:

- 1) Identification of the specific medication by its generic or brand name; the date which the medication was commenced on or is to be commenced, dosage, titration plans, and expected duration of medication, as determined by a qualified medical professional,
- 2) A statement of the psychiatric diagnosis or specific behavioral-pharmacological hypothesis for each medication prescribed, (if multiple medications are to be used, an explanation for the combination of medications will be stated),
- 3) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures may utilize standardized assessment instruments such as the Abnormal Involuntary Movement Scale (AIMS),
- 4) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications,

- 5) Identification of other support and services that are available and would be useful in the treatment of the targeted behavior of symptom and/or any related illness or condition of the client. Such supports or services any include Behavior Support Plans, psychotherapy or laboratory studies.

Limitations: Payments for HHS are not made for room and board. Personal needs costs are covered through personal income such as social security or any other personal income (SSA, SSI, employment). Payments for HHS are not made for the cost of facility maintenance, routine upkeep and improvement other than the cost for modifications or adaptations to a facility required to assure the health, safety, and accessibility of the clients who reside there, consistent with the criteria established for the Environmental Accessibility Adaptation waiver service.

d. **CONTRACTOR CAPACITY**

Host Homes must meet the physical needs of the population it is serving.

- 1) The Host Home or Contractor must provide skill development and other support/services to assist clients in basic living skills, appropriate social interpersonal and communication skills, and adherence to medical and medicine regimes.
- 2) The Host Home or Contractor must have available resources to assist the client in maintaining a clean, healthy and safe environment.
- 3) The Host Home or Contractor must have a written plan that includes a minimum of the following components:
 - a) Documentation of the client's choice of service.
 - b) Statement of justification is required.
 - c) A support need identified in the client's ISP/AP written as an outcome and support.
 - d) Time frames identifying how long this service is needed.
- 4) The Contractors reimbursement for direct personnel costs is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses which account for staff vacations, sick time, and leaves for training. Also included in the HHS rate is supervision and administration rates, and non-personnel operating costs and a subcontracted Host Home daily stipend.

e. **STAFFING REQUIREMENTS**

Contractor's staff providing HHS will be 21 years old and must pass an Office of Licensing Criminal background Screening, prior to working with children and vulnerable adults, as defined in Utah Code Annotated § 62A-2-101 and Administrative Rule 501.

f. **STAFF TO CLIENT RATIO**

The types and amounts of services provided by Host Homes are determined in the client's ISP/AP and the Host Home worksheet.

g. **ABSENCE**

- 1) A day of absence is defined as the period of time a client is away from their HHS setting for 24 or more consecutive hours.
- 2) The Contractor should bill for the day (24 hours) the client departs from the HHS program.

- 3) The Contractor cannot bill for the day the client returns if the hours are 24 hours or more. For example: if the client leaves on Tuesday at 9:00 AM and returns Wednesday at 8:00 AM, the Contractor may bill DHS/DSPD. If however, the client leaves on Tuesday at 9:00 AM and returns on Wednesday at 9:00 AM, the Contractor cannot bill DHS/DSPD for Wednesday.
- 4) The Contractor will document the time the client departed and returned in an absentee log.

h. **LICENSURE/CERTIFICATION**

A Host Home Contractor must receive DHS/DSPD certification.

PROFESSIONAL PARENT

Service Codes: PPS

a. **SERVICE CODE DESCRIPTION**

An organization, which is a child-placement agency and licensed by DHS, subcontracts with Professional Parents. Professional Parent Supports (PPS) are available for a client who would like to live in a private residence with a family or caregiver (non-related; parent or guardian), who may need out-of-home placement for either a short or an extended period of time. PPS are established to give children and youth with disabilities an alternative to institutional or community living settings, such as group homes and apartments. This program allows a child or youth to be placed with a family or caregiver who has received specific training regarding disabilities.

A Professional Parent home is permitted to provide support to two clients. This service option may not be used for care provided to the client in the home of a direct relative except as ordered of the Juvenile Court.

Professional Parents serve children with disabilities in private residences where they receive therapeutic residential habilitation services. Professional Parents cannot have custody or guardianship of the child. When children with a disability cannot remain with their own families for whatever reason, the out of home placement in a Professional Parent home is a preferred alternative. Professional Parents assist the young people in development of skills and provide support in the activities of daily living (bathing, eating, dressing, personal hygiene). They provide supports/services to ensure the health and safety of the youth as well as other supports that lead to the desired outcomes outlined in the client's Individual Service Plan/Action Plan.

b. **POPULATION TO BE SERVED**

In addition to the General Requirements, to be eligible for this service, a client must be Developmentally Disabled/Mental Retarded (DD/MR) and under 22 years old.

c. **SERVICE REQUIREMENTS**

The DHS/DSPD qualified Contractor recruits, trains, and subcontracts with Professional Parents to provide this service. The Professional Parent is an independent contractor. The Contractor is responsible for supervision, training, documentation, client's ISP/AP and meeting Office of Licensing requirements.

For clients on psychotropic medications, the Contractor will complete the Psychotropic Medication Plan including the following information:

- 1) Identification of the specific medication by its generic or brand name; the date which the medication was commenced on or is to be commenced, dosage, titration plans, and expected duration of medication, as determined by a qualified medical professional,
- 2) A statement of the psychiatric diagnosis or specific behavioral-pharmacological hypothesis for each medication prescribed, (if multiple medications are to be used, an explanation for the combination of medications will be stated),
- 3) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures may utilize standardized assessments instruments such as the Abnormal Involuntary Movement Scale (AIMS),

- 4) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications,
- 5) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior of symptom and/or any related illness or condition of the client. Such supports or services any include Behavior Support Plans, psychotherapy or laboratory studies.

The Contractor must ensure health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

Limitations: Payments for PPS is not made for room and board. Personal needs costs are covered through personal income such as social security or any other personal income (SSA, SSI, employment). Payments for PPS is not made for the cost of facility maintenance, routine upkeep and improvement other than the cost for modifications or adaptations to a facility required to assure the health, safety, and accessibility of the clients who reside there, consistent with the criteria established for the Environmental Accessibility Adaptation waiver service. Professional Parent Supports are not available to clients over age 22 and/or living in their parent/legal guardian's home.

d. **CONTRACTOR CAPACITY**

The Contractor must be a licensed child-placement agency prior to signing a contract for PPS. This is done through contacting the Department of Human Services/Office of Licensing and meeting the standards set to be a licensed child-placing agency. The Contractor contracting with the professional parents is responsible for the Professional Parent's training and supervision.

- 1) As appropriate, facilities must be ADA accessible.
- 2) A Professional Parent Contractor must receive DHS/Office of Licensing Child Placement License,
- 3) Skill development and other support services to assist clients in basic living skills, appropriate social interpersonal and communication skills, and adherence to medical and medicine regimes.
- 4) Resources shall be available to assist the client in maintaining a clean, healthy and safe environment.
- 5) Contractor's staff providing PPS will be 21 years old and must pass an Office of Licensing Criminal Background Screening, prior to working with children and vulnerable adults, as defined in Utah Code Annotated § 62A-2-101 and Administrative Rule 501.

e. **STAFFING REQUIREMENTS**

Please refer to General Program Requirements.

f. **STAFF TO CLIENT RATIO**

The types and amounts of services provided by Professional Parents are determined in the Professional Parent worksheet. There is a wide array of services available in the Professional Parent model.

g. **ABSENCE**

- 1) A day of absence is defined as the period of time a client is away from their PPS home for 24 or more consecutive hours.
- 2) The Contractor should bill for the day (24 hours) the client departs from their PPS home.
- 3) The Contractor cannot bill for the day the client returns if the hours are 24 hours or more. For example: if the client leaves on Tuesday at 9:00 AM and returns Wednesday at 8:00 AM, the Contractor may bill DHS/DSPD. If however, the client leaves on Tuesday at 9:00 AM and returns on Wednesday at 9:00 AM, the Contractor cannot bill DHS/DSPD for Wednesday.
- 4) The Contractor will document the time the client departed and returned in an absentee log.

h. **LICENSURE/CERTIFICATION**

A PPS Contractor must receive a Child Placement License from DHS/Office of Licensing.

COMMUNITY LIVING RESIDENTIAL TRANSPORTATION

Service Code: RTS

a. **SERVICE CODE DESCRIPTION**

Community Living Residential Transportation Supports (RTS) are only provided as independent services when transportation is not otherwise available as an element of another service to clients with Developmental Disabilities/Mental Retardation (DD/MR). Clients receiving services shall be trained, assisted, and provided opportunities to use generic transportation services in their community. If this cannot meet their need, daily transportation supports are available. RTS is between a client's home and the day training facilities. The Contractor will ensure health and safety supports.

b. **CONTRACTOR QUALIFICATIONS**

A licensed Public Transportation Contractor or a Private Contractor with proof of automobile insurance in amounts required in the contract provides transportation supports. The Contractor will also ensure that an operator with a valid drivers license transports clients in a legally registered vehicle, and has proof of automobile insurance.

c. **SERVICE REQUIREMENTS**

The need for transportation must be documented as necessary to fulfill other identified supports in the client's ISP/AP and the associated outcomes.

Contractor's staff drivers are responsible to ensure that:

- 1) Clients are not left unattended in the vehicle,
- 2) Clients remain seated while the vehicle is in motion,
- 3) Keys are removed from the vehicle at all times when the driver is not in the driver's seat,
- 4) All clients use seat belts, or locking mechanisms to immobilize wheelchairs during travel,
- 5) Clients must be transported in safety restraint seats when required by Utah State Law,
- 6) Vehicles used for transporting clients will have working door locks and the doors will be locked at all times while the vehicle is moving.
- 7) The Contractor has proof that the employee's driving record was checked and those with undesirable records were restricted.

d. **STAFFING REQUIREMENTS**

N/A

e. **STAFF TO CLIENT RATIO**

N/A

f. **STAFF TRAINING REQUIREMENTS**

Staff must receive training including but not limited to:

- 1) Procedures for dealing with accidents and emergencies,
- 2) Specific techniques for safe transportation of clients who have unique medical or physical considerations.

SUPPORTED LIVING (HOURLY)

Service Codes: SLH

a. GENERAL PROGRAM DEFINITION

Supported Living (Hourly) Supports (SLH) assist clients to gain and/or maintain skills to live as independently as possible in a community setting in the type of housing arrangement the client chooses. SLH is available to clients who live alone or with roommates. These services are tailored to meet the client's needs and shall be flexible to meet the client's time frame. SLH include skills training and direct and indirect services. Services are given in or out of the client's home, and include meal preparation, eating, bathing, dressing, and/or personal hygiene, socialization, self-help, and adaptive/compensatory skills necessary to reside successfully in the community. These supports are necessary to prevent institutionalization. Typically, SLH does not include 24-hour supervision or behavior supports. If the client requires 24-hour supervision, he or she shall be referred to Community Living Services (CLS) and work out a service plan on a Community Living worksheet. The Contractor is frequently the representative payee for clients receiving Community Living supports. The Contractor will also ensure health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

Supports are available for all Developmentally Disabled/Mentally Retarded (DD/MR) and Acquired Brain Injury (ABI) clients.

Limitations: Payments for SLH not made for room and board. Personal need costs are covered through personal income such as social security or any other personal income (SSA, SSI, employment). Payments for SLH are not made for the cost of facility maintenance, routine upkeep and improvement other than the cost for modifications or adaptations to a facility required to assure the health, safety, and accessibility of the clients who reside there, consistent with the criteria established for the Environmental Accessibility Adaptation service. SLH is not available to clients under age 22.

b. SERVICE REQUIREMENTS/CONTRACTOR CAPACITY

The client's ISP/AP will identify the type, frequency and amount of support required based on the client's needs and preferences.

The Contractor must have the capacity to provide the following services directly to a client in this program.

- 1) Skill development and other supports/services to assist clients in basic living skills, appropriate social interpersonal and communication skills, and adherence to medical and medicine regimes.
- 2) Staff will be available to assist the client in maintaining a clean, healthy and safe environment.
- 3) Living Supports do not include 24-hour direct care staff support. Actual type, frequency, and duration of direct care staff support, and other living supports will be defined in the client's ISP/AP based on the client's preferences, selected housing arrangement, assessed needs and spending limit.

- 4) The Community Living Worksheet is the tool used by the DHS/DSPD, the client and their team, to cost out the supports that the client has chosen in their ISP/AP (limited by the client's authorized spending limit). The worksheet provides choices among various types of supports. Once the supports are selected, the worksheet specifies the type of supports, the number of hours, and hours of staffing supports provided each day or month. The DHS/DSPD will ensure that services have been provided.
- 5) Contractor reimbursement for direct personnel costs is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses which account for staff vacations, sick time, and leaves for training. Also included in the SLH rate is supervision and administration rates, and non-personnel operating costs.

c. **STAFF TO CLIENT RATIO**

The staff to client ratio is 1:1 or less, if more than one client is receiving the support at the same time. If two or more clients receive services at the same time, the rate would be split.

CHORE SERVICES

Service Code: CH2

a. **SERVICE CODE DESCRIPTION**

Chore and Homemaker Supports (CH2) is a service needed to maintain a clean, sanitary and safe home environment for the Developmentally Disabled/Mentally Retarded (DD/MR) and Acquired Brain Injury (ABI) clients. It includes heavy household chores such as washing floors, windows and walls, tacking down loose rugs and tiles, moving heavy items of furniture. These services are only provided when neither the client nor others in the household can perform or financially provide for them. This is a direct service and is not a skills training service. For light housekeeping services see Homemaker Services (HSQ).

b. **CONTRACTOR QUALIFICATIONS**

The Contractor must comply with all DHS/DSPD Administrative Rules pertaining to Contractors. The Contractor's staff 18 and over who are physically able to complete such activities, may perform CH2.

c. **STAFF TRAINING REQUIREMENTS**

The Contractor and staff must meet the following:

- 1) Employees providing chore and homemaker supports must be capable of completing all required tasks.
- 2) Maintain a clean, sanitary and safe living environment in the client's residence.
- 3) The Contractor and staff will meet the DHS/DSPD code of conduct and, abuse and neglect requirements according to the Utah Administrative Rule R539.

d. **TREATMENT OR SERVICE REQUIREMENTS**

The service requirements are documented in the client's ISP/AP.

e. **LICENSURE/CERTIFICATION**

The CH2 Contractor must receive certification from DHS/DSPD.

HOMEMAKER SERVICES

Service Code: HSQ

a. **SERVICE CODE DESCRIPTION**

Homemaker Supports (HSQ) is a service needed to maintain a clean, sanitary and safe home environment for the Developmentally Disabled/Mentally Retarded (DD/MR) and Acquired Brain Injury (ABI) clients. It includes light housekeeping and meal preparation. These services are only provided when neither the client nor others in the household can perform or financially provide for them. This is a direct service and is not a skills training service. For heavy chore services see Chore Services (CH2).

b. **CONTRACTOR QUALIFICATIONS**

The Contractor must comply with all DHS/DSPD Administrative Rules pertaining to contractors. The Contractor's staff 18 and over who are physically able to complete such activities, may perform HSQ.

c. **STAFF TRAINING REQUIREMENTS**

The Contractor and staff must meet the following:

- 1) Employees providing chore and homemaker supports must be capable of completing all required tasks.
- 2) Maintain a clean, sanitary and safe living environment in the client's residence.
- 3) The Contractor and staff will meet the DHS/DSPD code of conduct and, abuse and neglect requirements according to the Utah Administrative Rule R539.

d. **TREATMENT OR SERVICE REQUIREMENTS**

The service requirements are documented in the client's ISP/AP.

e. **LICENSURE/CERTIFICATION**

The HSQ Contractor must receive certification from DHS/DSPD.

SUPPORTED LIVING NATURAL SUPPORTS

Service Codes: **SLN**

a. **SERVICE CODE DESCRIPTION**

Supported Living Natural Supports (SLN) assist a client to gain and/or maintain skills to live as independently as possible in their home with their family and to prevent or delay unwanted out of home placement. Supports are available for all Developmentally Disabled/Mentally Retarded (DD/MR) and Acquired Brain Injury (ABI) clients. These services are tailored to meet the client's needs and shall be flexible to meet the client's time frame. SLN include skills training and direct and indirect services. Services are given in or out of the client's home, and include meal preparation, eating, bathing, dressing, and/or personal hygiene, socialization, self-help, and adaptive/compensatory skills necessary to reside successfully in the community. Typically, SLN does not include 24-hour supervision or behavior supports. If the client requires 24-hour supervision, he or she shall be referred to Community Living Services (CLS) and work out a service plan on a Community Living worksheet. (Behavior supports may be purchased as a separate service.) The Contractor will ensure health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

Limitations: Payments for SLN are not made for room and board. Personal needs costs are covered through personal income such as social security or any other personal income (SSA, SSI, employment). Payments for SLN are not made for the cost of facility maintenance, routine upkeep and improvement other than the cost for modifications or adaptations to a facility required to assure the health, safety, and accessibility of the clients who reside there, consistent with the criteria established for the Environmental Accessibility Adaptation waiver service.

b. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

SLN serve the purpose of enabling the family member with a disability, to remain in the family home. The Contractor will provide the following:

- 1) Skill development and other supports/services to assist clients in basic living skills, appropriate social interpersonal and communication skills, and adherence to medical and medicine regimes.
- 2) Before this service can be established, a plan must be written and include a minimum of the following components:
 - a) Documentation of the client's choice of service
 - b) Statement of Justification
 - c) A support need identified in the client's ISP/AP written as an outcome and support
 - d) Time frames established to identify how long this service is needed
- 3) Contractor reimbursement for direct personnel costs is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses which account for staff vacations, sick time, and leaves for training. Also included in the SLN rate is supervision and administration rates, and non-personnel operating costs. These are mostly stand alone purchased services not tied to the Contractor's cost elements and represent direct wage elements only. For families providing this support, supervision, administration and non-operating costs (of the home) are considered in this rate.

c. **STAFF TO CLIENT RATIO**

Staff to client ratio is 1:1 or less, if more than one client is receiving the support at the same time. For those situations where two or more people are being served at the same time, the rate would be split accordingly.

d. **LICENSURE/CERTIFICATION**

The Supported Living Contractor must receive certification from DHS/DSPD.

FAMILY ASSISTANCE AND SUPPORT-DD/MR

Service Codes: FS3

a. **SERVICE CODE DESCRIPTION**

Family Assistance and Support (FS3) support both the client with the disability and family members in an effort to live as much like other families as possible and to prevent or delay unwanted out of home placement. FS3 includes an array of supports to families who have chosen to assist the client to live at home. They are flexible, family-driven and intended to help maintain the client at home. The services can include training in areas such as parenting, skill training for daily living or social-leisure-recreation, behavior management and coordinating with school and others. Services are provided intermittently on a consulting basis, by a professional with a bachelor's degree in social or behavior sciences, or four years of full time paid work experience in this or a related field.

FS3 can be provided in or out of the client's home. These supports may include provisions to accommodate the client's disability in accessing supports offered in the community, providing instructions, supervision and training to the family/care giver/client in all areas of daily living. The supports may also include other activities that are identified in the client's ISP/AP as necessary for continued skill development. Skill development supports may include developing interventions to cope with problems or unique situations that may occur within the complexity of the family, techniques of behavior supports, enrollment in special summer programs, social skills development, appropriate leisure time activities, and instruction and consultation for the client, the parent and/or siblings. The Contractor will ensure health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

b. **POPULATION TO BE SERVED**

FS3 is available to clients under the age of 22 and eligible for the Home and Community Based Waiver for Clients with Developmental Disabilities/Mental Retardation (DD/MR). Comparable services are available to clients 22 and over through Supported Living (SLN) and Community Living Support (CLS) services.

c. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

FS3 serves the purpose of enabling the family member with a disability, which so desires, to be supported and remain in the family home. FS3 are intended to support both the family member with a disability and the rest of the family to live as much like other families as possible with the intent of preventing or delaying unwanted out of home placement.

d. **STAFF TO CLIENT RATIO**

Staff to client ratio is 1:1 or less, if more than one client is receiving the support at the same time. For those situations where two or more people are being served at the same time, the rate would be split accordingly.

e. **LICENSURE/CERTIFICATION**

The FS3 Contractor must receive certification from DHS/DSPD.

FAMILY ASSISTANCE AND SUPPORT-DD/MR

Service Codes: FS4

a. **SERVICE CODE DESCRIPTION**

Family Assistance and Support (FS4) is for both the client and family members in an effort to live as much like other families as possible and to prevent or delay unwanted out of home placement. FS4 includes an array of supports that are flexible and family-driven to help families who have chosen to assist the client to live at home. The services are highly individualized specific techniques addressing behavior, communication, social skills and toileting problems and facilitate conflict resolutions with other support providers. Services are provided on an infrequent, consulting basis by a mental health professional with a master's degree in social or behavior sciences, or six years of full time paid work experience in this or a related field.

FS4 can be provided in or out of the client's home. FS4 may include provisions to accommodate the client's severe disability in accessing supports offered in the community, providing instructions, supervision and training to the family/care giver/client in all areas of daily living. The supports may also include other activities that are identified in the client's ISP/AP as necessary for continued skill development. Skill development supports may include developing interventions to cope with problems or unique situations that may occur within the complexity of the family, techniques of behavior supports, enrollment in special summer programs, social skills development, appropriate leisure time activities, and instruction and consultation for the client, the parent and/or siblings. The Contractor will ensure health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

b. **POPULATION TO BE SERVED**

Family Training is available to clients under the age of 22 and eligible for the Home and Community Based Waiver for Clients with Developmental Disabilities/Mental Retardation (DD/MR). Comparable services are available to clients 22 and over through Supported Living (SLN) and Community Living Support (CLS) services.

c. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

FS4 serves the purpose of enabling the family member with a disability, which so desires, to be supported and remain in the family home. FS4 are intended to support both the family member with a disability and the rest of the family to live as much like other families as possible with the intent of preventing or delaying unwanted out of home placement.

d. **STAFF TO CLIENT RATIO**

Staff to client ratio is 1:1 or less, if more than one client is receiving the support at the same time. For those situations where two or more people are being served at the same time, the rate would be split accordingly.

e. **LICENSURE/CERTIFICATION**

The FS4 Contractor must receive certification from DHS/DSPD.

FAMILY TRAINING/BRAIN INJURY

Service Codes: FS5

a. **SERVICE CODE DESCRIPTION**

Family Assistance and Support (FS5) serves the purpose of enabling the family member with an Acquired Brain Injury (ABI), who desires to remain in and be supported in the family home. FS5 are intended to support both the family member with a disability and the rest of the family to live as much like other families as possible with the intent of preventing or delaying unwanted out of home placement. The services can include training in areas such as parenting, skill training for daily living or social-leisure-recreation, behavior management and coordinating with school and others. Services are provided intermittently on a consulting basis, by a professional with a bachelor's degree in social or behavior sciences, or four years of full time paid work experience in this or a related field.

Limitations: For alternative supports, please refer to Supported Living (SLH) and Community Living Supports (CLS) Services.

b. **POPULATION TO BE SERVED**

Family Training for the client and their family is available to clients age 18 and over who are eligible for the Home and Community Based Waiver for ABI Clients.

c. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

This service is designed to prevent unwanted out of home placement and/or institutionalization and can be provided in or out of the client's home.

d. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

FS5 can be provided either in or out of the home to an individual and his/her family. These supports may include provisions to accommodate the individual's disability in accessing supports offered in the community, providing instructions, supervision and training to the family/caregiver/client in all areas of daily living. The supports may also include other activities that are identified in the client's ISP/AP as necessary for continued skill development. Skill development supports may include:

- 1) Developing interventions to cope with problems or unique situations that may occur within the complexity of the family,
- 2) Techniques of behavior supports,
- 3) Enrollment in special summer programs,
- 4) Social skills development,
- 5) Appropriate leisure time activities,
- 6) Instruction and consultation for the individual with disabilities, the parent and/or sibling(s).

The Contractor will provide a written plan including a minimum of the following components:

- 1) Documentation of the client choice of service,
- 2) Statement of Justification,
- 3) A support need identified in the ISP/AP written as an outcome and support,
- 4) Time frames established to identify how long this service is needed.

FS5 is usually purchased separately from other services. The Contractor's reimbursement for this service is direct personnel costs and is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses which account for staff vacations, sick time, and leaves for training. Also included in the FS5 rate is supervision.

e. **STAFF TO CLIENT RATIO**

Staff to client ratio is 1:1 or less, if more than one client is receiving the support at the same time. For those situations where two or more people are being served at the same time, the rate would be split accordingly.

f. **LICENSURE/CERTIFICATION**

The FS5 Contractor must receive certification from DHS/DSPD.

FAMILY TRAINING/BRAIN INJURY

Service Codes: FS6

a. **SERVICE CODE DESCRIPTION**

Family Assistance and Support (FS6) serves the purpose of enabling the family member with an acquired brain injury, who so desires, to remain in and be supported in the family home. FS6 are intended to support both the family member with a disability and the rest of the family to live as much like other families as possible with the intent of preventing or delaying unwanted out of home placement. The services are highly individualized specific techniques addressing behavior, communication, social and cognitive skills and facilitate conflict resolutions with other support providers. Services are provided on an infrequent, consulting basis by a mental health professional with a master's degree in social or behavior sciences, or six years of full time paid work experience in this or a related field.

Limitations: For alternative supports, please refer to Supported Living (SLH) and Community Living Supports (CLS) Services.

b. **POPULATION TO BE SERVED**

Family Training for the client and their family is available to clients age 18 and over who are eligible for the Home and Community Based Waiver for Clients with an Acquired Brain Injury (ABI).

c. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

FS6 is designed to prevent unwanted out of home placement and/or institutionalization and can be provided in or out of the client's home.

d. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

FS6 can be provided either in or out of the home to an individual and his/her family. These supports may include provisions to accommodate the individual's disability in accessing supports offered in the community, providing instructions, supervision and training to the family/caregiver/client in all areas of daily living. The supports may also include other activities that are identified in the client's ISP/AP as necessary for continued skill development. Skill development supports may include:

- 1) Developing interventions to cope with problems or unique situations that may occur within the complexity of the family,
- 2) Techniques of behavior supports,
- 3) Enrollment in special summer programs,
- 4) Social skills development,
- 5) Appropriate leisure time activities,
- 6) Instruction and consultation for the individual with disabilities, the parent and/or sibling(s).

The Contractor will provide a written plan including a minimum of the following components:

- 1) Documentation of the client choice of service,
- 2) Statement of Justification,
- 3) A support need identified in the ISP/AP written as an outcome and support,
- 4) Time frames established to identify how long this service is needed.

FS6 is usually purchased separately from other services. The Contractor's reimbursement for this service is direct personnel costs and is based on an hour of service at a standard hourly wage rate plus the benefit package as well as related expenses which account for staff vacations, sick time, and leaves for training. Also included in the FS6 rate is supervision.

e. **STAFF TO CLIENT RATIO**

Staff to client ratio is 1:1 or less, if more than one client is receiving the support at the same time. For those situations where two or more people are being served at the same time, the rate would be split accordingly.

f. **LICENSURE/CERTIFICATION**

The FS6 Contractor must receive certification from DHS/DSPD.

LATCH KEY (Child Care) SERVICES

Service Codes: LKS

a. **SERVICE CODE DESCRIPTION**

Latch Key Supports (LKS) provides supervision for Developmental Disabled/Mentally Retarded (DD/MR) clients who are not receiving community living supports and whose parents or family are working. LKS are for clients from birth to 21. Clients who are not admitted to a typical day care setting are provided before or after the school or working day supports. Health and safety supports must be ensured.

Limitations: LKS are not available if any other education, day-care, or support programs are available. This service will not be available to more than 25 clients per year during the duration of this waiver.

b. **CONTRACTOR REQUIREMENTS**

The Contractor will be licensed as childcare Contractors through the Department of Health. DHS/DSPD will accept licensing as specified through the Department of Health (Utah Code Annotated §62A-2-108).

c. **STAFF TO CLIENT RATIO**

Staff to client ratio is 1:1 or less, if more than one client is receiving the support at the same time. For those situations where two or more people are being served at the same time, the rate would be split accordingly.

d. **LICENSURE/CERTIFICATION**

The LKS Contractor must receive certification from DHS/DSPD.

RESPITE CARE SUPPORT

Service Codes: RP2

a. **SERVICE CODE DESCRIPTION**

Respite Care (RP2) is a support given to all Developmentally Disabled/Mentally Retarded clients (DD/MR) and Acquired Brain Injury (ABI) clients 18 and older unable to care for themselves, provided on a short-term basis because of the absence or need for relief of those individuals who normally provide the care. Health and safety supports must be ensured. The Contractor is responsible to coordinate the delivery of services with the family. The Contractor may sub-contract this service with an independent contractor.

- 1) This is a facility based respite care and may be provided in the following locations:
 - a) A facility approved by the State which is not a private residence,
 - b) A facility providing group respite care.
- 2) A day rate is equal to more than six hours of respite services. For overnight stays, a Contractor may bill for the day the client came and not the day the client left. The client must have a full six hours stay to qualify for a daily rate, i.e. five hours = quarter hour rate, six hours or more = daily rate, 24 hours overnight = one daily rate, 25 hours = one daily rate and four quarter hours, 30 hours = two days of daily rate. Room and board is not covered in the respite rate. Personal belongings (clothing, personal hygiene products) and medicine must be provided for and accompany the client services and the Contractor is not responsible to provide these accommodations.
- 3) Daily specialized and medical respite is designed for clients with challenging behaviors and/or exceptional medical respite needs. It is for a client with an Inventory for Client and Agency Planning (ICAP) of level five. Daily medical respite services must be designed to meet the needs of a medically fragile client by accommodating specialized equipment and /or providing specialized needs. Medical respite must be provided by a Licensed Health Care Professional. Certain medical services are limited as to the Contractor's skill level. The specialized respite Contractor will be trained in DHS/DSPD approved behavior management techniques and crisis management services.

Limitations: The provision of RP2 in terms of duration and location will be based on the annual amount allocated by the DHS/DSPD's Region to the client/family and the client/family's preference. This code does not include payments for room and board except when provided as part of respite care in a facility approved by the State that is not the client's private residence. The RP2 Contractor will serve no more than two individuals per staff at any time. No more than four individuals will be served in one home.

b. **STAFF TO CLIENT RATIO**

Staff to client ratio is established in the client's ISP/AP.

c. **LICENSURE/CERTIFICATION**

The RP2 Contractor must receive certification from DHS/DSPD.

d. **SERVICE REQUIREMENTS/CONTACTOR CAPACITY**

Staff providing non-licensed services should be at least 18 years of age. Direct care staff must pass an Office of Licensing Criminal Background Screening, prior to working with children. It is recommended that direct care staff pass a BCI screening prior to working with children or vulnerable adults as defined in Utah Code Annotated §62A-2-101. Staff working in licensed facilities must be at least 18 years old and pass an Office of Licensing Criminal Background Screening.

RESPITE CARE SUPPORT

Service Codes: RP3

a. **SERVICE CODE DESCRIPTION**

Respite care (RP3) is a support given to all Developmentally Disabled/Mentally Retarded (DD/MR) clients and Acquired Brain Injury (ABI) clients 18 and older unable to care for themselves, provided on a short-term basis because of the absence or need for relief of those individuals who normally provide the care. Health and safety supports must be ensured. The Contractor is responsible to coordinate the delivery of services with the family. The Contractor may sub-contract this service with an independent contractor.

- 1) This is a home-based respite care identified in the client's ISP/AP and may be provided in the following locations:
 - a) The client's home or place of residence,
 - b) The private residence of the Contractor providing RP3, in which case the Contractor will meet the standards prescribed by the Medicaid enrolled respite care agency, DHS/DSPD. Also, the total number of Contractor's minor children and clients in the home cannot exceed four.
- 2) A day rate is equal to more than six hours of respite services. For overnight stays, a Contractor may bill for the day the client came and not the day the client left. The client must have a full six hours stay to qualify for a daily rate, i.e. five hours = quarter hour rate, six hours or more = daily rate, 24 hours overnight = one daily rate, 25 hours = one daily rate and four quarter hours, 30 hours = two days of daily rate. Room and board is not covered in RP3. Personal belongings (clothing, personal hygiene products) and medicine must be provided for and accompany the client services and the Contractor is not responsible to provide these accommodations.
- 3) Daily specialized and medical respite is designed for clients with challenging behaviors and/or exceptional medical respite needs. It is for a client with an Inventory for Client and Agency Planning (ICAP) of level five. Daily medical respite services must be designed to meet the needs of a medically fragile client by accommodating specialized equipment and /or providing specialized needs. Medical respite must be provided by a Licensed Health Care Professional. Certain medical services are limited as to the Contractor's skill level. The specialized respite Contractor will be trained in DHS/DSPD approved behavior management techniques and crisis management services.

Limitations: The provision of respite care in terms of duration and location will be based on the annual amount allocated by the DHS/DSPD's Region to the client/family and the client/family's preference. RP3 does not include payments for room and board except when provided as part of respite care in a facility approved by the State that is not the client's private residence. The respite Contractor will serve no more than two individuals per staff at any time. No more than four individuals will be served in one home.

b. **SERVICE REQUIREMENTS/CONTACTOR CAPACITY**

Staff providing non-licensed services should be at least 18 years of age. Direct care staff must pass an Office of Licensing Criminal Background Screening, prior to working with children. It is recommended that direct care staff pass a BCI screening prior to working with children or vulnerable adults as defined in Utah Code Annotated §62A-2-101. Staff working in licensed facilities must be at least 18 years old and pass an Office of Licensing Criminal Background Screening.

c. **STAFF TO CLIENT RATIO**

Staff to client ratio is established in the client's ISP/AP.

d. **LICENSURE/CERTIFICATION**

The RP3 Contractor must receive certification from DHS/DSPD.

RESPITE CARE SUPPORT

Service Codes: RPS

a. **SERVICE CODE DESCRIPTION**

Respite Care Support (RPS) is a support given to all developmentally disabled clients and acquired brain injury clients 18 and older unable to care for themselves, provided on a short-term basis because of the absence or need for relief of those individuals who normally provide the care. Health and safety supports must be ensured. The Contractor is responsible to coordinate the delivery of services with the family. The Contractor may sub-contract this service with an independent contractor.

RPS is facility based, provided at a *weekly rate* and may be provided in the following locations:

- 1) A facility certified with the State that is not a private residence,
- 2) Temporary care facilities and overnight camps that meet the standards set by DHS/DSPD for the temporary care of people with disabilities,
- 3) A facility providing group respite care,
- 4) This service shall not be provided in the client's home or place of residence,
- 5) Personal belongings (clothing, personal hygiene products) and medicine must be provided for and accompany the client.

Limitations: The provision of RPS in terms of duration and location will be based on the annual amount allocated by the DHS/DSPD's Region to the client/family and the client/family's preference. This code does not include payments for room and board except when provided as part of respite care in a facility approved by the State that is not the client's private residence.

b. **STAFF TO CLIENT RATIO**

Staff to client ratio is established in the client's ISP/AP.

c. **LICENSURE/CERTIFICATION**

The RPS Contractor must receive certification from DHS/DSPD.

d. **SERVICE REQUIREMENTS/CONTACTOR CAPACITY**

Staff providing RPS services should be at least 18 years of age and pass an Office of Licensing Criminal Background Screening, prior to working with children or vulnerable adults, as defined in Utah Code Annotated §62A-2-101.

SENIOR SUPPORTS

Service Code: AGE

a. **SERVICE CODE DESCRIPTION**

Senior Supports (AGE) are provided for older Developmentally Disabled and Mentally Retarded (DD/MR) clients, or DD/MR clients who have needs that closely resemble those of an older person, who desire a lifestyle consistent with that of the community's population of similar age or circumstances. This support is intended to facilitate independence and promote community inclusion as well as prevent isolation. AGE consist of a variety of activities that are designed to assist the client in maintaining the skills and stimulating social interactions with others. The activities are individualized and may occur in any community setting, including the client's place of residence. When occurring in the client's place of residence, the service shall not take place solely inside the home on a daily basis. If the support is occurring daily in the client's home, see Community Living Supports (CLS) and Supported Living Supports (SLH) services.

AGE are provided in accordance with the clients stated choice and the objectives of the client's ISP/AP relating to the community integration and prevention of social isolation. Health and safety supports must be ensured as well as all other supports that lead to the desired outcome or goal of the client.

b. **SERVICE REQUIREMENTS/CONTRACTOR CAPACITY**

AGE may take place in a facility or the client's home, in accordance with the choice of the client and their ISP/AP. Services shall utilize community programs targeted toward the elderly population.

Non-site based programs do not have to be licensed through DHS because they do not take place in a licensed facility.

c. **STAFFING REQUIREMENTS**

Staffing requirements are established in the client worksheets. Types of staffing supports are included in the client's Day Supports individual budget plan.

d. **LICENSURE/CERTIFICATION**

AGE is an extension of site and non-site Day Training and does not require certification or licensure if there is a valid one for the Day Training programs.

SITE AND NON-SITE DAY TRAINING

Service Code: DTA, DTB

a. **SERVICE CODE DESCRIPTION**

This service is for clients that are Developmentally Disabled/Mentally Retarded (DD/MR) or have Acquired Brain Injury (ABI). The service is not necessarily job/task oriented. Services include instruction in skills a client wishes to acquire, retain, or improve that enhance the client's independence, such as: self-help skills, community living/self-sufficiency skills, fine and gross motor development, social/interpersonal adjustment, and receptive/expressive communications. These services are not primarily directed at teaching specific job skills and are not educational in nature. The Contractor ensures health and safety supports as well as other supports that lead to the desired outcome or goal of the client. Day Training Site and Non-Site Based Service is intended to facilitate independence and promote community inclusion and contribution. For clients that need Behaviorists, Psychologists or Therapists, Day Training-Child (DSC) and Day Training Worksheet (DSW) should be used.

Day Training services as described above, are accomplished under the direct care codes Day Training Administration (DTA) and Day Training Direct (DTB). DTA services include direct trainer, direct supervision and administrative overhead costs while DTB is direct service costs.

Non-site based programs are designed to take place in the community and are driven by the client's preferences and desires. The program may be based out of the home or residence, however shall not take place solely inside the home on a daily basis. If this is occurring, see Community Living Supports (CLS) and Supported Living (SLH) services. Non-site based programs do not have to be licensed through DHS because they do not take place in a licensed facility.

Site and Non-Site Day Supports are generally considered a sheltered workshop or a day program. The services are designed to promote the ongoing development and maintenance of skills that improve skills necessary to reside successfully in home and community based settings. The services may be provided in a variety of settings, including natural settings throughout the community or at sheltered sites.

Limitations: Division of Vocational Rehabilitation Services is excluded for payment as a waiver service.

b. **SERVICE REQUIREMENTS/CONTACTOR CAPACITY**

Day Supports provide assistance for clients to participate in meaningful activities as identified in the client's ISP/AP. Supports are not always work related; however when work occurs, applicable labor laws apply. DTA and DTB may include instruction in skills a client wishes to acquire, retain, or improve that enhance the client's independence, and/or maintain the client's physical and mental skills. The following applies to day supports:

- 1) DTA and DTB may be provided anytime during a 24-hour day at locations of the client's preference and are most commonly provided in integrated community settings with individuals without disabilities (not including staff paid to support the client.)

- 2) DTA service is for the first four quarter hour units of service billed each day, not to exceed 80 units monthly or 960 units annually. Remaining billing units each day are to be charged to DTB. If more DTA units are needed on a daily basis, advance permission must be obtained from the DHS/DSPD Region Director.
- 3) Transportation is not included in the rate. See transportation for the day training code Day Training Transportation (MTP), or the transportation code Utah Transportation Authority (UTA).
- 4) When applicable, wages are paid in accordance with applicable labor laws; Contractors shall educate themselves on US Department of labor sub-minimum wage laws.
- 5) Contractor will track and have direct service (face-to-face) hour's information, see II 13.

c. **STAFF TO CLIENT RATIO**

Hours of supports are established in the client's Day Supports Worksheet and/or ISP/AP.

d. **LICENSURE/CERTIFICATION**

- 1) DTA and DTB is facility based for three or more clients attending a Day Training program at the same site and must have a license from DHS/Office of Licensing for each site.
- 2) Non-site Day Training is based in the community and is individualized for each client and must have a certificate from DHS/DSPD.

SITE AND NON-SITE SUPPORTS-CHILDREN

Service Code: DSC

a. **SERVICE CODE DESCRIPTION**

Day Training Site and Non-Site Based Service-Child (DSC) are intended to facilitate independence and promote community inclusion and contribution for Developmentally Disabled and Mentally Retarded (DD/MR) children and youth under the age of 22. At age 22, client's services will be paid under a Day Support Worksheet (DSW) code. Day Training Administration (DTA) and Day Training (DTB) should be used for clients who do not need Behaviorists, Psychologists, Therapists or similar services.

DSC is designed to promote the ongoing development and maintenance of skills that are necessary to reside successfully in home and community based settings. The services may be provided in a variety of settings, including natural settings throughout the community or at sheltered work sites. (When applicable, wages are paid in accordance with applicable labor laws.) The program is not job/task oriented. Services include instruction in skills a client wishes to acquire, retain, or improve that enhances the client's independence, such as: self-help skills, community living/self-sufficiency skills, fine and gross motor development, social/interpersonal adjustment, and receptive/expressive communications. These services are not primarily directed at teaching specific job skills and are not educational in nature. The Contractor ensures health and safety supports as well as other supports that lead to the desired outcome or goal of the client. DSC is intended to facilitate independence and promote community inclusion and contribution.

The DSC code uses the Day Supports Worksheet, which identifies the combination of Direct Support Services plus additional professional services, such as Behaviorists, Psychologists or Therapists. The combined total cannot exceed six hours of service per day or the daily maximum rate established by the DHS/DSPD. Additionally, the individual component costs cannot exceed the Maximum Allowable Rate (MAR) established by DHS.

Non-site based DSC is designed to take place in the community and is driven by the client's preferences and desires. The activities are individualized and may occur in any community setting, including the client's residence. When occurring in the client's residence, DSC shall not take place solely inside the home on a daily basis. If the support is occurring daily in the client's home, then Community Living (CLS), Professional Parent (PPS) or Supported Living (SLH) services will be used. Supports are provided in accordance with the clients stated choice and the objectives of the client's support plan relating to the community integration and prevention of social isolation.

b. **SERVICE REQUIREMENTS/CONTACTOR CAPACITY**

DSC provides assistance for clients to participate in meaningful activities as identified in the clients' ISP/AP. Supports are not always work related; however when work occurs, applicable labor laws apply. Supports may include instruction in skills that a client wishes to acquire, retain, or improve that enhance the client's independence, and/or maintains the client's physical and mental skills.

- 1) DSC may be provided anytime during a 24-hour day at locations of the client's preference and are most commonly provided in integrated community settings with individuals without disabilities (not including staff paid to support the client.) The intensity of the service is determined with the client and the clients support team.

- 2) A day rate may be determined using the Day Supports Worksheet and may be fewer than six hours.
- 3) Transportation is not included in the rate.
- 4) Contractor will track and have direct service (face-to-face) hour's information available, see II 13.

c. **STAFF TO CLIENT RATIO**

Hours of supports are established in the client's Day Supports Worksheet and/or ISP/AP.

d. **LICENSURE/CERTIFICATION**

- 1) DSC is facility based for three or more clients attending a Day Training program at the same site. The site providing the Day Training must receive a license from DHS/Office of Licensing for each site.
- 2) Non-site Day Training is based in the community and is individualized for each client and must receive a certificate from DHS/DSPD.

SITE AND NON-SITE DAY TRAINING

Service Code: DSW

a. **SERVICE CODE DESCRIPTION**

Day Training Site and Non-Site Based Worksheet Service (DSW) are intended to facilitate independence and promote community inclusion and contribution for Developmentally Disabled and Mentally Retarded (DD/MR) adults 22 years and older and Acquired Brain Injured (ABI) clients 18 and older. For DD/MR clients under the age of 22 years old, services will be paid under a Day Support Child (DSC) code. Day Training Administration (DTA) and Day Training (DTB) should be used for clients that do not need Behaviorists, Psychologists, Therapists or similar services.

DSW is designed to promote the ongoing development and maintenance of skills that are necessary to reside successfully in home and community based settings. The services may be provided in a variety of settings, including natural settings throughout the community or at sheltered work sites. (When applicable, wages are paid in accordance with applicable labor laws.) The program is not job/task oriented. Services include instruction in skills a client wishes to acquire, retain, or improve that enhances the client's independence, such as: self-help skills, community living/self-sufficiency skills, fine and gross motor development, social/interpersonal adjustment, and receptive/expressive communications. These services are not primarily directed at teaching specific job skills and are not educational in nature. The Contractor ensures health and safety supports as well as other supports that lead to the desired outcome or goal of the client. DSW is intended to facilitate independence and promote community inclusion and contribution

The DSW code uses the Day Supports Worksheet, which identifies the combination of Direct Support Services plus additional professional services, such as Behaviorists, Psychologists or Therapists. The combined total cannot exceed six hours of service per day or the daily maximum rate established by the DHS/DSPD. Additionally, the individual component costs cannot exceed the Maximum Allowable Rate (MAR) established by DHS.

Non-site based DSW is designed to take place in the community and is driven by the client's preferences and desires. The activities are individualized and may occur in any community setting, including the client's residence. When occurring in the client's residence, DSW shall not take place solely inside the home on a daily basis. If the support is occurring daily in the client's home, then Community Living (CLS) or Supported Living (SLH) services will be used. Supports are provided in accordance with the clients stated choice and the objectives of the client's support plan relating to the community integration and prevention of social isolation.

b. **SERVICE REQUIREMENTS/CONTACTOR CAPACITY**

DSW provide assistance for clients to participate in meaningful activities as identified in the clients' ISP/AP. Supports are not always work related; however when work occurs, applicable labor laws apply. Supports may include instruction in skills that a client wishes to acquire, retain, or improve that enhance the client's independence, and/or maintains the client's physical and mental skills.

- 1) DSW may be provided anytime during a 24-hour day at locations of the client's preference and are most commonly provided in integrated community settings with individuals without disabilities (not including staff paid to support the client.) The intensity of the service is determined with the client and the clients support team.
- 2) Transportation is not included in the rate.
- 3) Contractor will track and have direct service (face-to-face) hour's information available, see II 13.

c. **STAFF TO CLIENT RATIO**

Hours of supports are established in the client's Day Supports Worksheet and/or ISP/AP.

d. **LICENSURE/CERTIFICATION**

- 1) DSW is facility based for three or more clients attending a Day Training program at the same site. The site providing the Day Training must receive a license from DHS/Office of Licensing for each site.
- 2) Non-site Day Training is based in the community and is individualized for each client and must receive a certificate from DHS/DSPD.

DAY TRAINING TRANSPORTATION

Service Code: MTP

a. **SERVICE CODE DESCRIPTION**

Developmentally Disabled/Mentally Retarded (DD/MR) and Acquired Brain Injury (ABI) clients receiving services for Day Training Transportation (MTP) shall be trained, assisted, and provided opportunities to use generic transportation services in their community. Transportation is between a client's home and the day training facilities such as supported employment and other day supports as necessary to live an inclusive community life. The Contractor ensures health and safety supports as well as other supports that lead to the desired outcome or goal of the client. This support excludes Community Living Contractors, see Residential Transportation Support (RTS) code.

b. **POPULATION TO BE SERVED**

MTP is provided to clients living in the community and must be receiving day training and/or other supports such as supported employment supports.

c. **CONTRACTOR QUALIFICATIONS**

A Licensed Public Transportation Contractor or a Private Contractor with proof of automobile insurance in amounts required in the DHS Contract will provide transportation supports for Day Training. A Private Contractor will also ensure that the operator has a valid drivers license, transports clients in a legally registered vehicle, and has proof of above stated automobile insurance.

d. **SERVICE/SUPPORT REQUIREMENTS**

MTP is only provided as independent services when transportation is not otherwise available as an element of another service. The need for transportation must be documented as necessary to fulfill other identified supports in the client's ISP/AP and the associated outcomes.

Contractor's staff drivers are responsible to ensure that:

- 1) All clients are not left unattended in the vehicle
- 2) All clients remain seated while the vehicle is in motion
- 3) Keys are removed from the vehicle at all times when the driver is not in the driver's seat.
- 4) All clients use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
- 5) Clients must be transported in safety restraint seats when required by Utah State law.
- 6) Vehicles used for transporting clients will have working door locks and that the doors will be locked at all times while the vehicle is moving.
- 7) Clients may not be "kicked off", expelled, or suspended from this service without prior notification and approval by both the DHS/DSPD Support Coordinator and Region Director. The Contractor is responsible for the client, to ensure the client arrives safely at the scheduled and arranged destination. This may include arranging for other transportation to ensure that services are delivered as well as assistance the client requires that would ensure satisfaction of services. Failure to serve the client under these terms may be cause for the termination of this service.

e. **STAFFING REQUIREMENTS**

N/A

f. **STAFF TO CLIENT RATIO**

N/A

g. **STAFF TRAINING REQUIREMENTS**

Contractor Staff must receive training including but not limited to:

- 1) Procedures for dealing with accidents and emergencies,
- 2) Specific techniques for safe transportation of clients who have unique medical or physical considerations,
- 3) How to handle clients' behavior situations that allow for the transportation of an individual to be completed.

h. **ASSESSMENT REQUIREMENTS FOR TREATMENT PLANS**

DHS/DSPD is responsible for assisting the client in developing the ISP/AP that will identify their need for transportation.

i. **SPECIAL RECORD KEEPING REQUIREMENTS**

In addition to the General Program Requirements, the Contractor will keep incident report documentation.

SUPPORTED EMPLOYMENT SERVICES (HOURLY)

Service Codes: SEA, SEB

a. **SERVICE CODE DESCRIPTION**

Supported Employment Administration (SEA) and Supported Employment (SEB) are designed to support Developmentally Disabled/Mentally Retarded (DD/MR) and Acquired Brain Injury (ABI) clients, based on need, to obtain, maintain, or advance in competitive employment in integrated work settings. An integrated work setting is a work setting where not all employees have disabilities as defined by DHS/DSPD. Staff or contracted co-workers paid to support the client while at work are not part of the integrated setting. This service provides job development, placement, intensive on-the-job training, and consultation for employees and follow-up to people with disabilities in the community. The Contractor ensures health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

SEA and SEB can be full or part time and occurs in an integrated work setting. Supported Employment may occur anytime during a 24-hour day and supports are made available in such a way to assist the client to achieve competitive employment. This competitive employment will be compensated at or above the minimum wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. If the wage and benefits are not available initially, then the customary wage or earnings must be at least at a commensurate wage with the goal of working toward a competitive wage based on Department of Labor regulations. Clients in Supported Employment are supported and employed in positions that are consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the client as indicated in the client's ISP/AP. A client may be supported individually or in a group.

b. **SERVICE REQUIREMENTS**

1) Individual Placement Models-the individual placement model encompasses vocational assessments, job development, pre-placement on-site, on-site training and support, and off-site supports, including on-going supports for competitive employment in integrated work settings. These services can occur in competitive, integrated work environments. A competitive work environment is one that occurs in the labor market, and that is performed on a full-time or part-time basis in an integrated setting; and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled.

Vocational Assessments are arranged to determine skills, interests, or behavior of clients before employment or for the re-placement of employment. Services may be provided at an approved facility or an employment site.

Job Development activities include locating potential employers in the community; introducing the client to specific employers; conducting job analysis; arranging for certification and other such activities that will enhance job development and placement opportunities. All activities must be on behalf of the client.

Pre-placement activities are billable for the Contractor time spent with, or on behalf of a client. If the activity cannot be related to a specific client, it cannot be billed.

On-going support services are for individualized supports such as transportation, job site training, family support or any service necessary, that is given at least twice a month, throughout the term of the employment. Co-workers are often part of this support. (See SEC below: Co-Worker Model) SEA is for the first four billable quarter units and may include a job coach, direct supervision, travel, administration, marketing and may be used to find and secure a job. Billing of SEA should not exceed 80 units per month or 960 per year. The Regional Director may approve additional SEA units. The remaining billable units each day should be charged to SEB.

- 2) A day rate includes a minimum of four face-to-face hours or a maximum of five hours. The rate includes staff to be on-site before and after $\frac{3}{4}$ of an hour. This results in an average of 6 hours in the rates.

Limitations: Payment will only be made for adaptation; supervision and training required by a client as a result of the client's disability and will not include payment for the supervisory activities rendered as a normal part of a business setting. Documentation that supported employment services rendered under the waiver are not available under a program funded by either the Rehabilitation Act of 1973, or the Clients with Disabilities Education Act must be maintained (copies of these acts can be obtained from the internet at

www.civilrights.com/idea.html and

[ftp://trace.wisc.edu/PUB/TEXT/ILAWS/REHABACT/PARTS/TLT_V.TXT](http://trace.wisc.edu/PUB/TEXT/ILAWS/REHABACT/PARTS/TLT_V.TXT)). Federal Financial Participation will not be claimed for incentive payments, subsidies, or unrelated vocational training expenses, such as incentive payments made to an employer or beneficiaries to encourage or subsidize an employer's participation in a supported employment program, payments that are passed through to a beneficiary of Supported Employment programs, or for payments for vocational training that is not directly related to a beneficiary's Supported Employment program.

d. **STAFFING REQUIREMENTS**

Staffing requirements are established in the client's individual budget worksheets. Types of supports included in Supported Employment Supports are listed in the Day Supports Worksheet.

e. **STAFF TO CLIENT RATIO**

SEA/SEB staff to client ratios is 1:1 or as identified in the client's ISP/AP worksheet for both daily and hourly services.

f. **LICENSURE/CERTIFICATION**

SEA/SEB Contractors must have a certificate from DHS/DSPD.

SUPPORTED EMPLOYMENT SERVICES (HOURLY)

Service Codes: SEC

a. **SERVICE CODE DESCRIPTION**

Supported Employment Co-worker Services (SEC) are designed to support clients, based on need to obtain, maintain, or advance in competitive employment in integrated work settings. An integrated work setting is a work setting where not all employees have disabilities as defined by DHS/DSPD. Staff or contracted co-workers paid to support the client while at work are not part of the integrated setting. SEC provides job development, placement, intensive on-the-job training, and consultation for employees and follow-up to people with disabilities in the community. The Contractor ensures health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

SEC can be full or part time and occurs in an integrated work setting. Supported Employment may occur anytime during a 24-hour day and supports are made available in such a way to assist the client to achieve competitive employment. This competitive employment will be compensated at or above the minimum wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. If the wage and benefits are not available initially, then the customary wage or earnings must be at least at a commensurate wage with the goal of working toward a competitive wage based on Department of Labor regulations. Clients in SEC are supported and employed in positions that are consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the client as indicated in the client's ISP/AP. A client may be supported individually or in a group.

b. **SERVICE REQUIREMENTS**

- 1) This service is available only to developmentally disabled-mentally retarded (DD/MR) eligible clients.
- 2) When appropriate, the agency providing SEC may contract with a co-worker, to provide additional support under the direction of a job coach as a natural extension of the workday. A job coach works with the client until the client is able to handle the job independently. Follow-up supervision is provided thereafter depending on need and the client's ISP/AP. Hourly pay rate for co-worker support will not exceed the established rate which includes the Contractor adding no more than a 10% fee for handling DHS/DSPD's portion of the co-workers wages and setting up contracts and agreements with the co-worker and his/her employer.
- 3) A day rate includes a minimum of four face-to-face hours or a maximum of five hours. The rate includes staff to be on-site before and after $\frac{3}{4}$ of an hour. This results in an average of 6 hours in the rates.

Limitations: Payment will only be made for adaptation; supervision and training required by a client as a result of the client's disability and will not include payment for the supervisory activities rendered as a normal part of a business setting. Documentation that supported employment services rendered under the waiver are not available under a program funded by either the Rehabilitation Act of 1973, or the Clients with Disabilities Education Act must be maintained (copies of these acts can be obtained from the internet at www.civilrights.com/idea.html and [ftp://trace.wisc.edu/PUB/TEXT/ILAWS/REHABACT/PARTS/TLT_V.TXT](http://trace.wisc.edu/PUB/TEXT/ILAWS/REHABACT/PARTS/TLT_V.TXT)). Federal Financial Participation will not be claimed for incentive payments, subsidies, or unrelated vocational training expenses, such as incentive payments made to an employer or beneficiaries to encourage or subsidize an employer's participation in a supported employment program, payments that are passed through to a beneficiary of Supported Employment programs, or for payments for vocational training that is not directly related to a beneficiary's Supported Employment program.

d. **STAFFING REQUIREMENTS**

Staffing requirements are established in the client's individual budget worksheets. Types of supports included in SEC are listed in the Day Supports Worksheet.

e. **STAFF TO CLIENT RATIO**

SEC staff to client ratios is 1:1 or as identified in the client's ISP/AP worksheet for both daily and hourly services.

SUPPORTED EMPLOYMENT SERVICES (HOURLY)

Service Codes: SED

a. SERVICE CODE DESCRIPTION

Supported Employment Group Services (SED) are designed to support Developmentally Disabled/Mentally Retarded (DD/MR) and Acquired Brain Injury (ABI) clients, based on need, to obtain, maintain, or advance in competitive employment in integrated work settings. An integrated work setting is a work setting where not all employees have disabilities as defined by DHS/DSPD. Staff or contracted co-workers paid to support the client while at work are not part of the integrated setting. This service provides job development, placement, intensive on-the-job training, and consultation for employees and follow-up to people with disabilities in the community. The Contractor ensures health and safety supports as well as other supports that lead to the desired outcome or goal of the client.

SED can be full or part time and occurs in an integrated work setting. SED may occur anytime during a 24-hour day and supports are made available in such a way to assist the client to achieve competitive employment. This competitive employment will be compensated at or above the minimum wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. If the wage and benefits are not available initially, then the customary wage or earnings must be at least at a commensurate wage with the goal of working toward a competitive wage based on Department of Labor regulations. Clients in Supported Employment are supported and employed in positions that are consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the client as indicated in the client's ISP/AP. A client may be supported individually or in a group.

b. SERVICE REQUIREMENTS

- 1) Enclave Model-A small group of people, or enclave, with disabilities (generally 5 to 8) are trained and supervised among employees who are not disabled at the host company's work site. The enclave works as a team at a single work site in a community business or industry. A specially trained on-site supervisor, who may work for the host company or the placement agency, provides initial training, supervision and support. Another variation of the enclave approach is called the "dispersed enclave". This model is used in services industries (e.g. universities, restaurants and hotels). Each person works on a separate job and the group is dispersed throughout the company.
- 2) Mobile Work Crew-A small crew of persons with disabilities (up to 6) works as a distinct unit and operates as a self-contained business that generates employment for their crewmembers by selling a service. The crew works at several locations within the community, under the supervision of a job coach. The type of work usually includes janitorial or ground keeping. Work crews work with people who do not have disabilities in a variety of setting such as offices and apartment building.
- 3) A day rate includes a minimum of four face-to-face hours or a maximum of five hours. The rate includes staff to be on-site before and after $\frac{3}{4}$ of an hour. This results in an average of 6 hours in the rates.

Limitations: Payment will only be made for adaptation; supervision and training required by a client as a result of the client's disability and will not include payment for the supervisory activities rendered as a normal part of a business setting. Documentation that supported employment services rendered under the waiver are not available under a program funded by either the Rehabilitation Act of 1973, or the Clients with Disabilities Education Act must be maintained (copies of these acts can be obtained from the internet at www.civilrights.com/idea.html and [ftp://trace.wisc.edu/PUB/TEXT/ILAWS/REHABACT/PARTS/TLT_V.TXT](http://trace.wisc.edu/PUB/TEXT/ILAWS/REHABACT/PARTS/TLT_V.TXT)). Federal Financial Participation will not be claimed for incentive payments, subsidies, or unrelated vocational training expenses, such as incentive payments made to an employer or beneficiaries to encourage or subsidize an employer's participation in a supported employment program, payments that are passed through to a beneficiary of Supported Employment programs, or for payments for vocational training that is not directly related to a beneficiary's Supported Employment program.

d. **STAFFING REQUIREMENTS**

Staffing requirements are established in the client's individual budget worksheets. Types of supports included in SED are listed in the Day Supports Worksheet.

e. **STAFF TO CLIENT RATIO**

SED staff to client ratios is 1:1 or as identified in the client's ISP/AP worksheet for both daily and hourly services.

f. **LICENSURE/CERTIFICATION**

SED Contractors must have a certificate from DHS/DSPD.

PERSONAL ASSISTANCE

Service Codes: PAC

a. **SERVICE CODE DESCRIPTION**

Personal Assistance (PAC) provides personal hands-on care, both medical and non-medical supportive services, specific to the needs of a medically stable client with physical disabilities who is capable of directing his or her own care or has a surrogate available to direct the care. This service may be skilled medical care and health maintenance to the extent permitted by State Law and certified by the client's physician. Other reasonable and necessary activities that are incidental to the performance of the client-based care may also be furnished as part of this activity. Services will be outlined in the ISP/AP and will not duplicate other covered waiver supports. PAC is provided on a regularly scheduled basis and are available to clients who live alone or with roommates. Services may be provided in the client's home or in settings outside their home.

Limitations: When it is determined that the client is unable to adequately perform necessary supervisory activities, and has no surrogate to direct the care, alternative supports will be arranged by the DHS/DSPD Support Coordinator utilizing qualified Contractors. Contractors of PAC will not include a client's spouse or parents of a minor child. Other family members may provide personal assistance services only if they meet the Contractors qualifications. Clients receiving service codes Supported Living Natural Supports (SLN), Community Living Supports (CLS), Community Living Intensive Supports (CLI), Host Home Service (HHS) or Professional Parent Services (PPS) cannot receive PAC.

b. **POPULATION TO BE SERVED**

PAC is for clients who are Developmentally Disabled/Mentally Retarded (DD/MR) or have an Acquired Brain Injury (ABI).

c. **STAFF TO CLIENT RATIO**

Staff to client ratio shall be based upon the need of the client and shall meet the minimum ratios identified in the client's individualized budget worksheet. To comply with the staff to client ratio, Contractors must deliver the hours of service identified in each client's individualized budget worksheet.

PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Contractor shall comply with the following objective based performance requirements:

Instructions: *This Contract must include specific objectives (goals) for both the Contractor's service, support, or project, and, when applicable, the individual clients the Contractor serves. DHS/DSPD may work with the Contractor in developing these objectives. The objectives included in the contract must be based upon observable and measurable behavior that is time-limited and has clear criteria for success.*

1. **Program Performance Objectives.** *The first step in developing program performance objectives is to identify program performance measures. Program performance measures answer the question: "How well is the agency or program service delivery working?" These measures focus on the intended performance of the Contractor and indicate the extent to which the Contractor is meeting its short and long-term goals. Although program performance measures encompass contract compliance, their scope is much broader than compliance alone. Their purpose is to assess both program implementation and program impact in order to improve program planning and monitor program development. Program performance measures might include topics such as "protecting the community" or "family preservation".*

Once appropriate program performance measures have been identified, specific program performance objectives designed to define and quantify the identified measures can be developed. For example, a program performance objective related to a measure of protecting the community might be "5% fewer clients will go AWOL in the current year than in the previous year." AWOLs is one way to define what "protecting the community" means. AWOLs are also measurable so long as appropriate data is maintained and this fact allows one to assess progress toward the stated objective.,

(For more detailed instructions on how to complete this part of the contract, please refer to the Monitoring Handbook for Performance Based Contracts.)

2. **Client Outcomes.** *Is this a contract for a treatment program that requires the development of client treatment plans?*

☒ *Yes. If this box is checked the Contract **must** include the following standard language:*

A treatment plan is required for all clients and must include individualized treatment objectives that address the assessed needs of the client. The treatment plan must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives. The plan must also include reasonable measures to evaluate whether the client's individualized treatment objectives are met.

☐ *No. If this box is checked, **no** client-centered objectives are required of the Contractor.*

Insert Part III information below:

The Contractor shall comply with the following quality evaluation requirements:

1. The Contractor is responsible for providing all the services and/or supports identified in the Contract, including all of the services and/or supports identified in each client's Individual Support Plan/Action Plan. Each client will have support strategies and monthly progress notes for each service rendered which include all elements involved in the service and meet all timeframes specified in Part II. 9.c.9).

2. The Contractor is responsible to develop and implement an internal quality management system that shall evaluate the Contractor's programs and establish a system of self-correcting feedback that may be externally validated by DHS/DSPD as required in Part II.1.e.
3. To ensure the health and safety of DHS/DSPD clients, the Contractor must document and report all incidents to the DHS/DSPD Support Coordinator, as defined in Part II. 16. Documentation must be available for DHS/DSPD review.
4. To ensure proper staffing, the Contractor shall submit a quarterly report of direct services (face-to-face) hours as required in Part II. 13.
5. To ensure accountability in fiscal operations, Contractors shall submit audit reports to DHS/Office of Fiscal Operations as required in the DHS Service Contract and allow the DHS/DSPD Fiscal Auditor to review their financial records as requested.
6. A Treatment Plan is required for all clients and must include individualized treatment objectives that address the assessed needs of the client. The Treatment Plan must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives. The plan must also include reasonable measures to evaluate whether the client's individualized treatment objectives are met.

PART IV: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. CONTRACTOR'S SPECIFICS:

Complete the following Contractor information as requested. All information is **required**. Once again, the accuracy of the requested information should be verified with the Contractor prior to submission to BCM.

Insert Billing Name and Address of Contractor (*this is the address the Contractor wants their payments sent to)	
Insert Contractor's IRS Number (*Provider ID in USSDS)	

*Verify the billing address in USSDS (PR16) and select the Provider ID that corresponds with the billing address desired. If "NO PROVIDER ON FILE" appears in USSDS. BCM will enter the Contractor's Name and Address into USSDS exactly as it appears above.

Insert Contractor's Telephone Number	
Insert Address and Location Where the Services will Provided (This is not necessarily the Contractor's mailing address)	
Insert Name and Address of Contractor's Entity or Individual preparing Contractor's Audit or financial Statement	

2. PAYMENT RATES:

- a. **Rates.** The rates for this Contract are specified in the following table:

This table must be completed for all contracts. There are three ways to complete it. (1) If the Contract is a Unit of Service, Non-Fixed Amount, fill in "Service Title", "Service Code", "Unit of Service", and Rate. Leave the rest blank. (2) If the contract is a Unit of Service Fixed Amount, fill in all sections (Note: The rate multiplied by the number of service units must equal the "Total Contract Amount"). (3) If the contract is a cost reimbursement contract, fill in all sections but under rate, enter "Cost of Service"

Service Title (use DHS title that describes the type of service)	Service Code	Unit of Service	Rate (\$)	Population Served
Community Living Supports	CLS	Daily	\$343.26	DD/MR and ABI
Intensive Community Living Supports	CLI	Daily	\$343.26	DD/MR
Extended Living Supports for Adults	ELA	Quarter Hr.	\$3.52	DD/MR and ABI
Extended Living Supports for Children	ELC	Quarter Hr.	\$3.52	DD/MR
Companion Services	COM	Quarter Hr.	\$2.97	DD/MR and ABI
		Daily	\$67.59	

Service Title (use DHS title that describes the type of service)	Service Code	Unit of Service	Rate (\$)	Population Served
Supported Living				
Supported Living	SLH	Quarter Hr.	\$5.11	DD/MR and ABI
Host Home and Professional Parent				
Host Home	HHS	Daily	\$209.88	DD/MR and ABI
Professional Parent	PPS	Daily	\$209.88	DD/MR
Day Services				
Supported Employment	SEA	Quarter Hr.	\$7.62 (administrative +direct service costs)	DD/MR and ABI
Supported Employment	SEB	Quarter Hr.	\$3.29 (direct services costs only)	DD/MR and ABI
Supported Employment	SEC	Quarter Hr.	\$1.04	DD/MR
Supported Employment	SED	Daily	\$31.32	DD/MR and ABI
Day Training Services (Site and Non-Site)				
Senior Supports	AGE	Daily	\$136.37	DD/MR
Day Training	DTA	Quarter Hr.	\$7.62 max (administrative +direct service costs)	DD/MR and ABI
Day Training	DTB	Quarter Hr.	\$3.29 max (direct service costs only)	DD/MR and ABI
Day Training Worksheet (Children)	DSC	Daily/ Individualized Work Sheet	\$136.37	DD/MR
Day Supports Worksheet	DSW	Daily/ Individualized Worksheet	\$136.37	DD/MR and ABI
Family Support/Respite Services				
Chore Supports	CH2	Quarter Hr.	\$3.74	DD/MR and ABI
Homemaker Supports	HSQ	Quarter Hr.	\$3.74	DD/MR and ABI
Family Training and Assistance – Direct Support Staff	FS3	Quarter Hr.	\$4.80	DD/MR
Family Training and Assistance – Consultant	FS4	Quarter Hr.	\$7.71	DD/MR

Service Title (use DHS title that describes the type of service)	Service Code	Unit of Service	Rate (\$)	Population Served
Family Training and Assistance – Direct Support Staff	FS5	Quarter Hr.	\$4.88	ABI
Family Training and Assistance – Consultant	FS6	Quarter Hr.	\$7.83	ABI
Supported Living – Adults Living with Parents	SLN	Quarter Hr.	\$4.62	DD/MR and ABI
Latch Key Services	LKS	Hourly	\$7.96	DD/MR
Respite Care – Facility Based	RP2	Quarter Hr.	\$2.59	DD/MR and ABI
		Daily	\$61.07	
Respite Care – Home Based	RP3	Quarter Hr.	\$3.21	DD/MR and ABI
		Daily	\$81.02	
Respite Care – Camp Setting	RPS	Session	\$365.76	DD/MR and ABI
Personal Assistance	PAC	Quarter Hr.	\$2.70	DD/MR
Transportation				
Transportation, day training, prevocational service, or supported employment-by Contractor	MTP	Daily	\$7.67	DD/MR and ABI
Transportation is provided to and from the individual's own home or residential site by the residential Contractor	RTS	Daily	\$6.93	DD/MR
UTA Bus Pass	UTA	Monthly	\$68.00	DD/MR and ABI
The following do not require a contract but are available for client use.				
Start-up Costs (DHS/DSPD prior approval required)				
Prior Region Approval Required Start Up Costs Maximum per individual	STC	Session	\$4,300.00	
Housing Costs: DHS/DSPD prior approval required				
Housing Assistance Based upon application	HAP	Monthly	\$408.75/ Individual	
Housing Assistance Based upon application	HAP	Need	\$4,905.00/ Individual/year	
Family Support/Respite Services				
Environmental Accessibility Adaptations-Home	EA1	Need	\$0 - \$10,000.00	DD/MR
Environmental Accessibility Adaptations-Vehicle	EA2	Need	\$0 - \$10,000.00	DD/MR
Family Support – Vendor Purchase	FSV	Session	\$2,000.00	
Transportation Services				
Transportation in a private vehicle will be reimbursed at the FTP mileage rate.	FTP	Per Mile	\$0.32	DD/MR and ABI

3. **METHOD AND SOURCE OF CONTRACTOR PAYMENT:**

To obtain payment for the services provided under this Contract, the Contractor shall submit to DHS/DSPD an itemized billing for its authorized services, together with the supporting information required for the reimbursement forms supplied by DSH/DSPD. DHS/DSPD shall then reimburse the Contractor by a warrant drawn against DHS or the State of Utah.

Billings will be Unit of Service (Rate-Based) Contracts: Contractor shall use the DSH 520 Billing Form (except for DCFS non-custody clients, who may be billed on Form 1032).

5. **BILLING FOR FIRST AND LAST DAYS:** *The Division must decide if they will pay for the first and last days of service or any emergency/short term care and then mark the appropriate box. This applies to residential services only. If this section does not apply, mark "not applicable".*

DHS/DSPD will reimburse the Contractor for both the first and last days of service for clients in Long Term Residential Care, Emergency Care or Short Term Care only if approved below.

(Check ONE of these three options):

- ☒ Approved
- ☐ NOT Approved
- ☐ Not Applicable

The level of compensation for the first and last days of service is specified in Paragraph 1 of this Part IV ("Contract Costs, Billing and Payment Information").

8. **MATCHING FUNDS:** *If the Contract requires the Contractor to provide matching funds, mark the appropriate option(s) below. If this section does not apply, mark not applicable.*

The Contractor shall provide the following "match" *(check all that apply)*:

- ☐ In-kind services valued at \$_____.
- ☐ Cash in the amount of \$_____.
- ☒ Not Applicable

PART VIII: DISCLOSURE OF LOBBYING ACTIVITIES

Title 31 United States Code (USC) § 1352 requires Contractors with a contract in excess of \$100,000 to certify that they will not and have not used government appropriated funds to influence an officer or employee of any agency in connection with obtaining a contract, grant, or award. If Contractor meets the criteria for disclosure set forth in the above-cited section, Contractor shall complete and submit to the required federal entity, a Disclosure of Lobbying Activities form. Both this form and instructions for completing it can be found at the following website: <http://www.whitehouse.gov/omb/grants/sflllin.pdf>

PART IX: JURISDICTION, ACKNOWLEDGEMENT AND EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties executed this Contract:

The Contractor signature is always required. The Division must obtain the name and title of the individual who will be signing the contract for the Contractor and include both in the Contractor signature block.

CONTRACTOR

By: _____

Type name:

Title/Position:

Name of Contractor:

Date: _____

APPROVED AS TO PROCUREMENT

All contracts must include a signature block for Purchasing. If the contract is for client services, it is signed by the DHS Purchasing Agent in BCM. If the contract is for non-client related services, it is signed by State Purchasing. Mark the appropriate signature box.



By: _____

Rosalie Nance, Purchasing Agent

DHS Bureau of Contract Management

Date: _____

The Division director or designee must sign all contracts. Fill in the name and title of the individual who will be signing the contract on behalf of the Division.

DHS/DSPD

By: _____

Type name: George Kelner, Ph.D

Title: Acting Director

Division or Office: Division for Services to
People with Disabilities

Date: _____

The Division budget officer must sign all contracts. Fill in the name of the budget officer who will be signing the contract.

APPROVED AS TO AVAILABILITY OF FUNDS

By: _____

Type name: Clayton D. Hiatt

Title: Financial Manager

Division or Office: Division for Services to
People with Disabilities

Date: _____